

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
 ■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 10

Date: September 1, 2010

Subject: Amendments to two contracts to exercise second year option of Freeway Service Patrol (FSP) services.

Recommendation:*

1. Approve Amendment No. 2 to Contract 07-108 with JLM Towing Services, Inc., to exercise the second year option of their existing contract, which would extend the contract term to February 29, 2012, as well as increase the contract not-to-exceed amount by \$183,348 for a total contract amount of \$934,020, as identified in the Financial Impact Section below; and
2. Approve Amendment No. 2 to Contract 07-107 with Pepe's Towing Services, Inc., to exercise the second year option of their existing contract, which would extend the contract term to December 31, 2011, as well as increase the contract not-to-exceed amount by \$182,619 for a total contract amount of \$999,230, as identified in the Financial Impact Section below.

Background: FSP consists of a fleet of tow trucks roaming the freeways for the purpose of assisting motorists with their disabled vehicles during peak periods of congestion. Since the program's inception in January 2006, the FSP Program has demonstrated many benefits by reducing the amount of time a motorist is in unsafe conditions in, as well as reducing traffic delay, vehicular emissions and secondary accidents. There are eight separate areas (known as Beats) within the

*Approved
Board of Directors*

Date: September 1, 2010

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed:

COG		CTC	X	CTA		SAFE	X	CMA	
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Check all that apply.

BRD1009a-KL.doc

Attachments: C0710802.docx; C0710702.docx

Valley portion of the County where FSP services are provided and cover over 60 centerline highway miles. On average, 3,200 motorists are assisted each month through the San Bernardino FSP program.

In November 2006, JLM and Pepe's were both selected through a competitive proposal process to provide FSP services on Beat 7 and 6 respectively. Beat 7 provides coverage along Interstate (I) 215 from 2nd Street to Palm Avenue and Beat 6 provides service along I-215 from the Riverside County Line to 2nd Street. Both contractors have provided excellent service in the implementation of these Beats. Last year, SANBAG exercised its first option year for both contracts. This option will end on February 28, 2011 for JLM, and the Pepe's contract will conclude on December 31, 2010. At SANBAG's sole discretion, one final option year exists for both contracts. Due to their excellent service provided on these two beats, and since JLM has agreed to continue providing services along Beat 7 at the current rate of \$49.50 per hour, staff recommends that SANBAG exercise the second year option for JLM Towing. Pepe's has provided outstanding service on Beat 6 and has agreed to continue providing service on Beat 6 at a rate of \$49.49 per hour, Staff recommends that SANBAG consider exercising their second year option as well. Attached are the contract amendments for consideration.

Financial Impact: A portion of the contract amendments have been included in the Fiscal Year (FY) 2010/2011, totaling \$152,145. The source of funds are a combination of State FSP Funds and Department of Motor Vehicle Registration Fees (Call Box funding) – Task Number 70411000. The remaining contract amount of \$213,821 will be incorporated into the FY 2011/2012 Budget when that Budget is prepared.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee at its August 18, 2010, meeting. The item and two Contract amendments have been reviewed by Legal Counsel as to form.

Responsible Staff: Kelly Lynn, Air Quality/Mobility Programs Administrator

SANBAG Contract No. C071082

by and between **SAN BERNARDINO ASSOCIATED GOVERNMENTS** and
JLM TOWING SERVICES, INC. for **Freeway Service Patrol (Beat 7)**

FOR ACCOUNTING PURPOSES ONLY

<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # Vendor ID <u>JLMTI/01141</u>	Retention: <input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment
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Notes:

Original Contract: <u>\$ 568,017</u>	Previous Amendments <u>\$ 182,655</u>
	Previous Amendments <u>\$ 0.00</u>
	Contingency / Allowance Total:
Contingency / Allowance Amount \$ _____	Current Amendment: <u>\$ 183,348</u>
	Current Amendment Contingency / Allowance: <u>\$ 0.00</u>

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL ► \$ 934,020

* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.

▼ Include funding allocation for the original contract or the amendment

Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt
<u>0704</u>	<u>000</u>	<u>000</u>	<u>5553/52001</u>	<u>1060/22003</u>	<u>DMV SAFE</u>	<u>\$ 36,670</u>
<u>0704</u>	<u>000</u>	<u>000</u>	<u>5553/52001</u>	<u>0996/22103</u>	<u>State FSP</u>	<u>\$ 146,678</u>
_____	_____	_____	_____	_____	_____	<u>\$ _____</u>
_____	_____	_____	_____	_____	_____	<u>\$ _____</u>

Original Board Approved Contract Date: 11/1/06 Contract Start: 11/1/06 Contract End: 2/28/10

New Amend. Approval (Board) Date: 2/4/10 Amend. Start: 3/1/11 Amend. End: 2/29/12

Allocate the **Total Contract Amount** or **Current Amendment** amount between **Approved Budget Authority** in the current year and **Future Fiscal Year(s) Unbudgeted Obligation**.

Approved Budget Authority ►	Fiscal Year: <u>10/11</u> <u>\$ 60,885</u>	Future Fiscal Year(s) – Unbudgeted Obligation ►	<u>\$ 122,463</u>
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☒ Budget authority for this contract currently exists in Task No. 704 (C-Task may be used here.).

☐ A budget amendment is required. A Budget Amendment Request is attached.

CONTRACT MANAGEMENT

Check all applicable boxes:

☐ Intergovernmental ☒ Private ☐ Federal Funds ☐ State/Local Funds
☐ Disadvantaged Business Enterprise (DBE) ☐ Underutilized DBE (UDBE)

Task Manager: Michelle Kirkhoff

Contract Manager: Kelly Lynn

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

Amendment No. 2 to Contract No. 07108

By and Between

SAN BERNARDINO ASSOCIATED GOVERNMENTS

And

JLM TOWING SERVICES, INC.

For

**FREEWAY SERVICE PATROL FOR BEAT #7
WITHIN SAN BERNARDINO COUNTY**

This Amendment No. 2 of Contract No. 07108 ("Contract") is made and entered into this 1st day of September, 2010, by and between JLM Towing Services, Inc. ("CONTRACTOR") and San Bernardino Associated Governments ("SANBAG").

WHEREAS, SANBAG, and "CONTRACTOR" previously entered into Contract on November 1, 2006, wherein SANBAG engaged CONTRACTOR to provide freeway service patrol services along Beat #7 within San Bernardino County; and,

WHEREAS, SANBAG and CONTRACTOR desire to amend the Contract to renew the Contract for one additional year for CONTRACTOR to perform the agreed upon work, as allowed for in Section 3.4 of CONTRACT.

NOW THEREFORE, SANBAG and CONTRACTOR agree to amend the Contract as follows:

1. SECTION 3.4 Term. The first sentence of the first paragraph is amended to read as follows:

The term of this Contract shall be from November 1, 2006 through February 29, 2012 and shall not exceed nine hundred thirty-four thousand, twenty dollars and no cents (\$934,020.00), unless earlier terminated as provided herein.

2. Delete Exhibit B provided in the original Contract and replace with the Exhibit B attached to this Amendment.
3. All other portions of this Contract shall remain in full force and effect and are incorporated herein by this reference.

IN WITNESS WHEREOF, the authorized parties have below signed and executed this Amendment to the Contract, and shall be effective on the date set forth above.

SAN BERNARDINO ASSOCIATED
GOVERNMENTS

JLM TOWING SERVICES, INC.

Brad Mitzelfelt, President

Moises Serrano, President

APPROVED AS TO LEGAL FORM FOR
SANBAG



Jean-Rene Basle, SANBAG Counsel

EXHIBIT "B"

Compensation and Payment

Overview Contract 07-108-2 with JLM Towing Service, Inc. for Beat 7 Contract Term 11/1/06 through 2/29/12

Hourly Costs (per truck)	No. of Hours	5% More Hours	Total Hours	Cost Per Truck	Total Costs
FY 2006/2007 (3/1/07 - 6/30/07)	620	31	651	\$31,555	\$63,110
FY 2007/2008	1,859	93	1,952	\$94,670	\$189,339
FY 2008/2009	1,859	93	1,952	\$94,670	\$189,339
FY 2009/2010 (7/1/09 to 2/28/10)	1,239	62	1,301	\$63,114	\$126,229
Initial Term Subtotal:	5,577	279	5,856	\$284,009	\$568,017
FY 2009/2010 (3/1/10 to 6/30/10)	586	29	615	\$30,442	\$60,885
FY 2010/2011 (7/1/10 to 2/28/11)	1,171	59	1,230	\$60,885	\$121,770
Option Year 1 Subtotal:	1,757	88	1,845	\$91,327	\$182,655
FY 2010/2011 (3/1/11 to 6/30/11)	586	29	615	\$30,442	\$60,885
FY 2011/2012 (7/1/11 to 2/29/12)	1,178	59	1,237	\$61,232	\$122,463
Option Year 2 Subtotal:	1,764	88	1,852	\$91,674	\$183,348
Contract Total:	9,098	455	9,553	\$467,010	\$934,020

Ave. Annual Hours Per Truck Per Beat 1,757

Ave. Hours Per Truck during Option 2
(includes addit. "Leap Year" day in 2012) 1,764

Hourly Rate for Initial Contract Term
and Option Year 1 and 2 \$49.50

Note: two primary one back-up truck required for Beat 7 (all trucks must be FSP certified)

SANBAG Contract No. C071072

by and between **SAN BERNARDINO ASSOCIATED GOVERNMENTS** and
PEPE's TOWING SERVICES, INC. for Freeway Service Patrol (Beat 6)

FOR ACCOUNTING PURPOSES ONLY

<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # Vendor ID <u>PTSI/01718</u>	Retention: <input type="checkbox"/> Yes ____ % <input type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment
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Notes:

Original Contract: <u>\$ 626,576</u>	Previous Amendments <u>\$ 190,035</u>
	Previous Amendments <u>\$ 0.00</u>
Contingency / Allowance Amount \$ ____	Contingency / Allowance Total:
	Current Amendment: <u>\$ 182,619</u>
	Current Amendment Contingency / Allowance: <u>\$ 0.00</u>

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL ► \$ 999,230

* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.

▼ Include funding allocation for the original contract or the amendment

Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt
0704	000	000	5553/52001	1060/22003	DMV SAFE	\$ 36,524
0704	000	000	5553/52001	0996/22103	State FSP	\$ 146,094
						\$ ____
						\$ ____

Original Board Approved Contract Date: 11/1/06 Contract Start: 11/1/06 Contract End: 12/31/09New Amend. Approval (Board) Date: 9/1/10 Amend. Start: 1/1/11 Amend. End: 12/31/11

Allocate the **Total Contract Amount** or **Current Amendment** amount between **Approved Budget Authority** in the current year and **Future Fiscal Year(s) Unbudgeted Obligation**.

Approved Budget Authority ►	Fiscal Year: <u>10/11</u> <u>\$ 91,260</u>	Future Fiscal Year(s) – Unbudgeted Obligation ►	<u>\$ 91,358</u>
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☒ Budget authority for this contract currently exists in Task No. 704 (C-Task may be used here.).☐ A budget amendment is required. A Budget Amendment Request is attached.**CONTRACT MANAGEMENT**

Check all applicable boxes:

☐ Intergovernmental ☒ Private ☐ Federal Funds ☐ State/Local Funds
☐ Disadvantaged Business Enterprise (DBE) ☐ Underutilized DBE (UDBE)

Task Manager: Michelle Kirkhoff

Contract Manager: Kelly Lynn

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

Amendment No. 2 to Contract No. 07107

By and Between

SAN BERNARDINO ASSOCIATED GOVERNMENTS

And

PEPE's TOWING SERVICES, INC.

For

**FREEWAY SERVICE PATROL FOR BEAT #6
WITHIN SAN BERNARDINO COUNTY**

This Amendment No. 2 of Contract No. 10081 ("CONTRACT") is made and entered into this 1st day of September, 2010, by and between Pepe's Towing Services, Inc. ("CONTRACTOR") and San Bernardino Associated Governments ("SANBAG").

WHEREAS, SANBAG and "CONTRACTOR", previously entered into Contract on November 1, 2006, wherein SANBAG engaged CONTRACTOR to provide freeway service patrol services along Beat #6 within San Bernardino; and,

WHEREAS, SANBAG and CONTRACTOR desire to amend the Contract to renew the Contract for one additional year for CONTRACTOR to perform the agreed upon work, as allowed for in Section 3.4 of CONTRACT.

NOW THEREFORE, SANBAG and CONTRACTOR agree to amend the Contract as follows:

1. SECTION 3.4 Term. The first sentence of the first paragraph is amended to read as follows:

The term of this Contract shall be shall from November 1, 2006 through December 31, 2011 and shall not exceed nine hundred ninety-nine thousand, two hundred thirty dollars and no cents (\$999,230.00), unless earlier terminated as provided herein.

2. Delete Exhibit B provided in the original Contract and replace with the Exhibit B attached to this Amendment.
3. All other portions of this Contract shall remain in full force and effect and are incorporated herein by this reference.

IN WITNESS WHEREOF, the authorized parties have below signed and executed this Amendment to the Contract, and shall be effective on the date set forth above.

SAN BERNARDINO ASSOCIATED
GOVERNMENTS

PEPE'S TOWING SERVICES, INC.

Brad Mitzelfelt, President

Lorenzo Navarro, Vice-President

APPROVED AS TO LEGAL FORM FOR
SANBAG



Jean-Rene Basle, SANBAG Counsel

EXHIBIT "B"

Compensation and Payment

Overview Contract 07-107-01 with Pepe's Towing Service, Inc. for Beat 6
Contract Term 11/1/06 through 12/31/11

Hourly Costs (per truck)	No. of Hours	5% More Hours	Total Hours	Cost Per Truck	Total Costs
FY 2006/2007 (1/1/07 - 6/30/07)	965	48	1,014	\$52,215	\$104,430
FY 2007/2008	1,931	96	2,027	\$104,429	\$208,858
FY 2008/2009	1,931	96	2,027	\$104,429	\$208,858
FY 2009/2010 (7/1/09 to 12/31/09)	965	48	1,013	\$52,215	\$104,430
Initial Term Subtotal:	5,792	288	6,081	\$313,288	\$626,576
FY 2009/2010 (1/1/10 to 6/30/10)	878	44	922	\$47,483	\$94,965
FY 2010/2011 (7/1/10 to 12/31/10)	877	45	923	\$47,535	\$95,070
Option Year Subtotal:	1,757	88	1,845	\$95,018	\$190,035
FY 2010/2011 (1/1/11 to 6/30/11)	878	44	922	\$45,630	\$91,260
FY 2011/2012 (7/1/11 to 12/31/11)	879	45	923	\$45,679	\$91,358
Option Year Subtotal:	1757	88	1845	\$91,309	\$182,619
Contract Total:	9,306	464	9,770	\$499,615	\$999,230

Ave. Annual Hours Per Truck Per Beat 1,757

Hourly Rate for Option Yr. #2 \$49.49

Note: two primary and one back-up certified FSP truck is required for Beat 6

Minute Action

AGENDA ITEM: 11

Date: September 1, 2010

Subject: Sustainable Communities Planning Grant and Incentives Program

Recommendation:* Adopt resolution No. RES11005 approving SANBAG's application for grant funds for the Sustainable Communities Planning Grant and Incentives Program

Background: The Sustainable Communities Planning Grant program is funded by Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006. It added Division 43 to the Public Resources Code, Chapter 9, Sustainable Communities and Climate Change Reduction Section 75065(a), authorizing the Legislature to appropriate \$90 million for planning grants and planning incentives that reduce energy consumption, conserve water, improve air and water quality, and provide other community benefits. The program is managed by the Strategic Growth Council (SGC), composed of agency secretaries from the Business Transportation and Housing Agency, California Health and Human Services Agency, California Environmental Protection Agency, the California Natural Resources Agency, the Director of the Governor's Office of Planning and Research, and a public member, appointed by the Governor.

It is anticipated that proposals funded under this solicitation will be not less than \$100,000 nor greater than \$1,000,000 each. The Council may consider higher grant awards for a joint proposal, an application submitted by one lead applicant with one or more eligible partner entities, coordinated by a planning activity with defined shared outcomes. Partial funding may be considered to fully maximize

*Approved
Board of Directors*

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

COG	X	CTC	X	CTA		SAFE		CMA	X
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Check all that apply.

brd1009a-ss

Attachment: RES11005

grant awards. Applications are due August 31, 2010. SANBAG is anticipating applying for \$600,000 in grant funds.

SANBAG is eligible for Focus Area 3 - Regional Planning Activities with Multiple Partners. Staff has been working with local jurisdictions on a grant proposal for the future Foothill Blvd./5th Street Bus Rapid Transit (BRT) corridor. The jurisdictions include Highland, Fontana, Montclair, Rancho Cucamonga, Rialto, San Bernardino, Upland, and the County of San Bernardino. The reason for focusing on the Foothill/5th corridor is because the Foothill East BRT line was identified in the Long Range Transit Plan (LRTP) as the next BRT line in schedule priority, and it was thought that both Foothill East and Foothill West should be examined together. However, this study will provide a model process for other future BRT lines as well.

The grant proposal is still being formulated and coordinated with the jurisdictions, but the basic objectives are as follows:

- Make refinements to Foothill/5th BRT Corridor alignment and station locations to maximize potential for transit-supportive land use
- Develop station-specific land use plans that take advantage of the future presence of BRT and increase BRT ridership potential
- Develop implementation plans that represent a path toward general plan amendments, zoning designations, and development standards for station areas, tailored to each BRT segment and jurisdiction

A work plan is being prepared to support these objectives. The grant opportunity comes at a strategic point at which to conduct additional land use planning and alignment/station refinement. Even though the actual operation of BRT in the Foothill/5th corridor could be a number of years away, the time for more detailed planning for these next priority corridors is now. The results of this effort will also be useful in working with SCAG on the Sustainable Communities Strategy for the 2012 Regional Transportation Plan.

Detailed land use planning is currently taking place in the E Street BRT and Redlands Rail corridors to ensure that the benefits of investments made in transit infrastructure are maximized. Both of these efforts will result in general plan amendments and transit overlay districts to be implemented by the participating jurisdictions. The proposed grant, under the title "Sustainable Community Planning in the Foothill/5th Street Bus Rapid Transit Corridor" builds on these initiatives by extending the process to the Foothill/5th Street BRT corridor. How far each participating city progresses toward actual general plan amendments as a

result of this effort will depend on the circumstances within each station area and readiness of each jurisdiction.

The grant application requires the submittal of a resolution from SANBAG approving the application. The resolution may be submitted prior to the end of September, even though the application itself is due by August 31. In addition, jurisdictions will be requested to send Letters of Intent that can be included with the application. These may be submitted by the end of September as well. A draft of the resolution is provided in Attachment A. Staff requests approval of the resolution, which would be executed following the September SANBAG Board meeting.

Receipt of the grant would require no cash match from SANBAG. However, there would be in-kind contributions from both SANBAG and some or all of the jurisdictions. In addition, the application will reference existing and recent initiatives by SANBAG that relate to the Sustainable Communities Planning Grant. An example would be the countywide Greenhouse Gas Inventory and Reduction Plan, which will result in local jurisdiction external Climate Action Plans and regional and local climate action measures for selected economic sectors. This effort may be considered as leveraged funds that demonstrate the commitment of SANBAG and local jurisdictions to the type of planning proposed for the grant. A procurement of consultant services is anticipated, should SANBAG be awarded grant funds. This request would be taken to the SANBAG Board subsequent to the award of the grant.

Financial Impact: This item is consistent with the approved Fiscal Year 2010/2011 Budget, Task No. 11011000 Regional Transportation Planning. Staff resources would need to be identified as a component of in-kind services for the grant.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on August 18, 2010.

Responsible Staff: Ty Schuiling, Director of Planning

RESOLUTION NO. 11-005

APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE SUSTAINABLE COMMUNITIES PLANNING GRANT AND INCENTIVES PROGRAM UNDER THE SAFE DRINKING WATER, WATER QUALITY AND SUPPLY, FLOOD CONTROL, RIVER AND COSTAL PROTECTION BOND ACT OF 2006 (PROPOSITION 184)

*WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the Strategic Growth Council has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the Strategic Growth Council require a resolution certifying the approval of application(s) by the Applicants governing board before submission of said application(s) to the State; and

WHEREAS, the applicant, if selected, will enter into an agreement with the State of California to carry out the development of the proposal.

NOW, THEREFORE, BE IT RESOLVED that the San Bernardino Associated Governments:

1. Approves the filing of an application for the Sustainable Communities Planning Grant Program in order to become a sustainable community;
2. Certifies that applicant understands the assurances and certification in the application; and
3. Certifies that applicant or title holder will have sufficient funds to develop the Proposal or will secure the resources to do so; and
4. Certifies that the proposal will comply with any applicable laws and regulations.
5. Appoints the Director of Planning, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

*

	<p style="text-align: center;"><i>Approved Board of Directors</i></p> <p><i>Date:</i> _____</p> <p><i>Moved:</i> _____ <i>Second:</i> _____</p> <p><i>In Favor:</i> _____ <i>Opposed:</i> _____ <i>Abstained:</i> _____</p> <p style="text-align: center;"><i>Witnessed:</i> _____</p>
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Minute Action

AGENDA ITEM: 12

Date: September 1, 2010

Subject: Support for the Inland Empire Economic Recovery Corporation

Recommendation:* Approve continued support for the foreclosure prevention seminars and other outreach efforts through a contribution to the Inland Empire Economic Recovery Corporation (IEERC) in an amount not to exceed \$50,000 for Fiscal Year 2010/2011 and approve an expenditure from Task 49011000 (Council of Governments-New Initiatives) not to exceed \$50,000.

Background: In 2009, the SANBAG Board of Directors approved entering into a partnership with the IEERC to provide foreclosure prevention seminars and other public outreach to help address the high number of foreclosures facing our region.

These seminars provide one-on-one counseling with HUD approved nonprofit housing counseling agencies and provide homeowners the opportunity to meet one-on-one with their lender through participating banks and lenders. These seminars also provide information on the foreclosure process, short sales, HUD programs and assistance, fraud prevention, and other social services available through government and nonprofit agencies.

Though notices of default, the start of the foreclosure process, have been trending downward over the last several months, there is still a need for foreclosure prevention education and services. According to data in the July 2010

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*Approved
Board of Directors*

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

X	COG		CTC		CTA		SAFE		CMA
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Check all that apply
 BRD1009b-DAB

Inland Empire Quarterly Economic Report there are roughly 484,000 homes in San Bernardino and Riverside counties on which owners owe more than they are worth. An unknown number are severely delinquent but lenders have not yet decided to take them. That fact indicates that a great many homeowners still face the prospect of foreclosure.

As foreclosures affect the region as a whole, it is appropriate for SANBAG to partner with IEERC to help address the issue. Task 49011000 contains funds from SANBAG member dues that are held in reserve for specific Council of Governments initiatives as directed by the Board. It is recommended that SANBAG continue to support this program in Fiscal Year 2010/2011.

Financial Impact: With Board approval, funding in the amount of \$50,000 is available in Task 49011000 – Council of Governments New Initiatives for this item.

Reviewed By: This item was reviewed by the Administrative Committee on August 11, 2010 and unanimously recommended for approval.

Responsible Staff: Duane A. Baker, Director of Management Services

Minute Action

AGENDA ITEM: 13

Date: September 1, 2010

Subject: State Legislative Update

Recommendation:*

- 1) Adopt a SUPPORT position on AB 2098 (Miller) and any future related legislation for best-value design-build on the SR-91 Corridor Improvement Project (CIP) in Riverside County; and.
- 2) Receive and file updates on the Self-Help Counties Coalition, State Budget, and State Legislation of interest to SANBAG.

Background: *Support AB 2098 (Miller) Design-Build Legislation for SR-91 in Riverside County*

SANBAG's neighbor to the south, the Riverside County Transportation Commission (RCTC), is sponsoring state legislation to authorize the use of best-value design-build contracting on the SR-91 Corridor Improvement Project (CIP). The SR-91 CIP is a \$1.3 billion locally-funded project that will extend the existing 91 Express Lanes to I-15, add general purpose lanes, and rebuild six interchanges in the City of Corona, including the SR-91/I-15 interchange. The project is anticipated to create 18,000 jobs and will be the largest project to go to construction in California in a decade.

Best-value design-build is required for SR-91 CIP to accelerate the project by 3-5 years. Design-build is also necessary due to the sheer size and complexity of

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*Approved
Board of Directors*

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE		CMA	
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Check all that apply.
 BRD1009a-AH
 Attachment:
 BRD1009a1-AH
 BRD1009a2-AH

the project, allowing for innovation, creativity, and potential savings by the contractor. Traditional design-bid-build procurement would delay the project and render the project financially infeasible due to the heightened risk that would be perceived by the markets.

Due to the regional significance of congestion on the SR-91 corridor, which connects directly to the I-215 and I-15 corridors, SANBAG staff recommends that SANBAG register an official SUPPORT position on RCTC's legislation, currently AB 2098 (Miller). The Orange County Transportation Authority (OCTA) has also taken an official support position on RCTC's efforts. Furthermore, the job creation impacts of a project of this magnitude are likely to have positive impacts on the San Bernardino County economy when the project begins. Finally, such a position by SANBAG would demonstrate continued regional unity following RCTC's support of I-215 receiving additional federal stimulus funds in 2009.

Support for SR-91 CIP design-build does not competitively disadvantage San Bernardino County. The California Transportation Commission (CTC) has already approved the use of design-build for the I-15/I-215 Devore Interchange, with the support from Caltrans and Professional Engineers in California Government (PECG). Devore Interchange was approved under a separate provision of the state's design-build law that is not relevant to the SR-91 design-build effort.

PECG opposes RCTC's legislative efforts; however, trade unions such as operating engineers, carpenters, and the California Alliance for Jobs are in strong support of RCTC. AB 2098 (Miller) would have to be passed by the Legislature by the end of August to become law in-time to keep SR-91 CIP on-schedule.

Self-Help Counties Coalition Update

Just over one year ago, the Self-Help Counties Coalition (of which SANBAG is a member with 18 other California counties with transportation sales tax measures) embarked in a new strategic direction that focused on direct lobbying of the State Legislature and hiring an Executive Director. This approach has already yielded tangible results for SANBAG and its partner agencies.

Under the leadership of Executive Director Keith Dunn, the Self-Help Counties Coalition (SHCC) successfully fought against budget proposals from the Administration and the LAO to shift the costs of Project Initiation Documents (PIDs') to local agencies, which are traditionally paid for by the State. This victory alone has saved SANBAG hundreds of thousands of dollars that

would have been incurred. Early in 2010, SHCC was actively involved in negotiations surrounding the “gas tax swap” that was eventually enacted. SHCC’s efforts focused on ensuring that funding levels to Self-Help agencies such as SANBAG were retained amid the gimmickry being proposed. SHCC has initiated meaningful and productive dialogue with Caltrans and the Legislature on building better partnerships between Self-Help agencies and the State. The coalition’s increased presence has been noticed by legislative leaders, as evidenced by an Assembly Resolution by Speaker John A. Pérez (Attachment #1).

Looking ahead, SHCC will continue to push-back against efforts to shift costs and administrative burdens to local agencies, or to reduce funding for transportation. The coalition will also push for legislation to help members deliver their projects through design-build, public-private partnerships, or other innovative mechanisms. SANBAG staff is pleased with the results of this first year under new leadership at SHCC and believes there is great value in working together with all 19 Self-Help Counties on issues of common interest in Sacramento. Staff will continue to keep the Board apprised of activities undertaken by the coalition.

State Legislation Update

Last month, the Administrative Committee took positions on several state bills. August is the final month of the regular legislative session, meaning that the picture is becoming clearer on the disposition of many bills. The matrix attached to this staff report contains a brief summary of the bills that SANBAG has acted upon (Attachment #2).

State Budget

Assembly and Senate Democrats have recently put forward a state budget proposal; however, initial analysis of the proposal yields no direct impacts to transportation funding. SANBAG staff will continue to monitor budget negotiations for potential impacts to transportation. At the time this staff report was written, resolution to the budget impasse remained unlikely in the near term.

Financial Impact: This item has no direct impact on the proposed budget.

Reviewed By: This item was received by the Administrative Committee on August 11, 2010 and unanimously recommended for approval.

Responsible Staff: Aaron Hake, Director of Legislative Affairs

CALIFORNIA LEGISLATURE

Assembly



RESOLUTION

By the Honorable John A. Pérez,
Speaker of the California State Assembly; Relative to commending the

Self Help Counties Coalition

Whereas, For its immeasurable contributions to the advancement of the State of California, the Self Help Counties Coalition is deserving of special public recognition and the highest commendations; and

Whereas, The delivery and maintenance of California's transportation infrastructure plays a vital role in the everyday lives of all Californians; and

Whereas, Funding sources provided by both the federal and state governments have been challenged to meet the growing needs of California's transportation infrastructure; and

Whereas, California's increasing population will continue to demand increased investment in its transportation infrastructure; and

Whereas, The member agencies of the Self Help Counties Coalition have approved transportation sales tax measures throughout California to fund priority projects; and

Whereas, The Self Help Counties Coalition has become one of the principal funding sources for transportation infrastructure in California; and

Whereas, Dedicated to keeping the faith of the voting public, Self Help Counties Coalition member agencies are committed to ensuring sound public policy in order to meet the transportation infrastructure needs of California; and

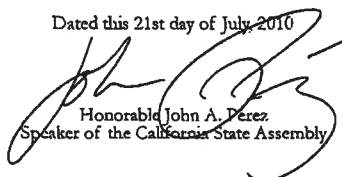
Whereas, If not for the financial support of the Self Help Counties Coalition, many of California's priority transportation projects would still be waiting for funding; and

Whereas, The contributions the Self Help Counties Coalition has made to the people of California are invaluable, and its positive impact on the State is deserving of acknowledgement and praise; now, therefore, be it

Resolved by Speaker of the California State Assembly John A. Pérez, That the Self Help Counties Coalition be commended for the outstanding contributions it has made to the State of California through its funding of transportation infrastructure projects, and extended sincere best wishes for success in the future.

Members Resolution No. 1683

Dated this 21st day of July, 2010


Honorable John A. Pérez
Speaker of the California State Assembly

2010 State and Federal Legislation - SANBAG Positions, Summary, and Status

Bill Number/Author	SANBAG Position	Summary	Status
SB 474 (Ducheny)	Watch	Requires a lead transportation agency of a public-private partnership, design-build, or design-sequencing project to make one of several specific findings regarding the benefits of using the alternative project delivery or financing method.	Re-referred to Assembly Appropriations Committee
AB 2620 (Eng)	Watch	This bill changes the overhead rate that the Department of Transportation (Caltrans), charges for reimbursed work it performs for local agencies or private entities.	Withdrawn by the author
AB 1955 (De La Torre)	Oppose	Public officers: incompatible offices.	Failed in Senate Local Government Committee
Metrolink Positive Train Control (prospective legislation)	Support	Legislation may be necessary to ensure the timely award of a contract by the Southern California Regional Rail Authority (SCRRA) for the implementation of Positive Train Control (PTC). Metrolink and its member agencies are mandated by federal law to install PTC by 2015 and have committed to an accelerated schedule that will see implementation as early as 2012.	Two bills identical bills have been introduced: AB 2703 (Perez) and SB 1371 (Correa)

Minute Action

AGENDA ITEM: 14

Date: September 1, 2010

Subject: Financing Team and Contracts for Bond Counsel, Disclosure Counsel and Financial Advisor

- Recommendation:***
1. Amend and approve the following Financing Team to July 5, 2013:
 - Bank of America Merrill Lynch-investment banking services
 - Barclays Capital-Investment Banking Services
 - Citigroup (Citi)-Investment Banking Services
 - Goldman, Sachs & Co-Investment Banking Services
 - De La Rosa & Co-Investment Banking Services
 - Orrick Herrington & Sutcliffe, LLP-Bond Counsel
 - Nossaman, LLP-Disclosure Counsel
 - Montague, DeRose and Associates, LLC-Financial Advisor
 2. Amend the following contracts:
 - A. Approve Amendment No. 1 to Contract 07-009 with Orrick Herrington & Sutcliffe, LLP, for Bond Counsel, increasing the contract total amount from \$150,000 to \$300,000 and exercising the option to extend the contract to July 5, 2013.
 - B. Approve Amendment No. 1 to Contract 07-010 with Nossaman LLP, for Disclosure Counsel, increasing the contract total amount from \$100,000 to \$200,000 and exercising the option to extend the contract to July 5, 2013.

*Approved
 Board of Directors*

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

<input type="checkbox"/>	COG	<input type="checkbox"/>	CTC	<input checked="" type="checkbox"/>	CTA	<input checked="" type="checkbox"/>	SAFE	<input type="checkbox"/>	CMA
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Check all that apply
 BRD1009d-ws
 Attachments:
 C07009-1-ws
 C07010-1-ws
 C07011-2-ws

- C. Approve Amendment No. 2 to Contract 07-011 with Montague, DeRose and Associates, LLC, Financial Advisor, increasing the contract total amount from \$350,000 to \$550,000 and exercising the option to extend the contract to July 5, 2013.

Background:

On June 7, 2006, the Board of Directors approved the selection committee recommendations for the financing team for investment banking, bond and disclosure counsel, and financial advisor services. The financing team included:

1. Merrill Lynch-Investment Banking Services
2. Goldman Sachs & Co.-Investment Banking Services
3. UBS, Citigroup and Lehman Brothers (Co-Managers)-Investment Banking Services
4. Orrick, Herrington & Sutcliffe, LLP-Bond Counsel
5. Nossaman, Guthner, Knox & Elliot, LLP-Disclosure Counsel
6. Montague, DeRose and Associates, LLC-Financial Advisor

The intent of establishing the financing team was to assist SANBAG in the first few years of the new Measure I 2010-2040 program.

The financing team was instrumental in structuring the 2009 Sales Tax Revenue Notes to finance certain projects and purchase State Obligation (Proposition 1B) Bonds. Proceeds from the State Obligation Bonds along with federal and state stimulus funds were used for the Highway 215 widening project.

The 2009 Sales Tax Revenue Notes are expected to be refinanced in early 2012 with a refunding bond issue and the State Obligations Bonds will be redeemed at approximately the same time. The current financing team has proprietary knowledge and expertise of the above transactions and will be in the best position to assist SANBAG in the refinancing of the Notes. They will also assist SANBAG in other short-term financing before the issuance of the refunding bonds. It for this reason SANBAG staff recommends keeping the current financing team intact.

The recent national financial crisis has produced recent mergers and certain name changes. The financing team will now include:

1. Bank of America Merrill Lynch-Investment Banking Services
2. Barclays Capital-Investment Banking Services
3. Citi-Investment Banking Services
4. Goldman, Sachs & Co.-Investment Banking Services
5. De La Rosa & Co.-Investment Banking Services
6. Orrick, Herrington & Sutcliffe, LLP-Bond Counsel
7. Nossaman, LLP-Disclosure Counsel

8. Montague, DeRose and Associates, LLC-Financial Advisor

De La Rosa & Co. is being recommended to replace UBS and Lehman Brothers. UBS no longer services the public sector market and Lehman Brothers merged with Barclays Capital. De La Rosa & Co. was one of the firms initially interviewed for investment banking services.

There are no contracts required for investment banking since the services provided are related to specific transactions such as bonded indebtedness. The initial contracts for bond and disclosure counsel and financial advisor allowed for two two-year option extensions. This will allow the financing team to assist SANBAG in the first few years of the new Measure I 2010-2040 program.




Financial Impact: A majority of the costs attributed to the investment banking team, bond and disclosure counsel, and financial advisor will be capitalized as costs of issuance in future bond financing and are unknown at this time.. A portion of the contract relating to the financial advisor will be funded in Task 94211000 of the 2010/2011 budget.

Reviewed By: This item was reviewed by the Administrative Committee on August 11, 2010 and unanimously recommended for approval.

Responsible Staff: William Stawarski, Chief Financial Officer

SANBAG Contract No. C07009-1
by and between
San Bernardino Associated Governments and Orrick, Herrington & Sutcliffe, LLP
for Bond Counsel Services

FOR ACCOUNTING PURPOSES ONLY							
<input checked="" type="checkbox"/> Payable	Vendor Contract # _____		Retention:		<input type="checkbox"/> Original		
<input type="checkbox"/> Receivable	Vendor ID _____		<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No		<input checked="" type="checkbox"/> Amendment		
Notes:							
Original Contract:		\$ <u>150,000</u>		Previous Amendments		\$ _____	
				Previous Amendments		\$ _____	
				Contingency / Allowance Total:			
Contingency / Allowance Amount		\$ _____		Current Amendment:		\$ <u>150,000</u>	
				Current Amendment Contingency / Allowance:		\$ _____	
Contingency Amount requires specific authorization by Task Manager prior to release.							
Contract TOTAL ►						\$ <u>300,000</u>	
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.							
▼ Include funding allocation for the original contract or the amendment							
Main Task/Project	Level 1	Level 2	Cost Code/Object	Grant ID/Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt	
<u>4110</u>	<u>01</u>	<u>0942</u>	<u>52150</u>	<u>4110</u>	<u>MSI Valley Freeway Projects</u>	\$ <u>150,000</u>	
_____	_____	_____	_____	_____	_____	\$ _____	
_____	_____	_____	_____	_____	_____	\$ _____	
_____	_____	_____	_____	_____	_____	\$ _____	
Original Board Approved Contract Date:				<u>7/5/06</u>	Contract Start: <u>7/5/06</u>		Contract End: <u>7/5/09</u>
New Amend. Approval (Board) Date:				<u>9/1/10</u>	Amend. Start: <u>7/5/09</u>		Amend. End: <u>7/5/13</u>
Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation .							
Approved Budget Authority ►		Fiscal Year: <u>10/11</u> \$ <u>50,000</u>		Future Fiscal Year(s) – Unbudgeted Obligation ►		\$ <u>100,000</u>	
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No.0942 (C-Task may be used here.).							
<input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.							
CONTRACT MANAGEMENT							
Check all applicable boxes:							
<input type="checkbox"/> Intergovernmental		<input checked="" type="checkbox"/> Private		<input type="checkbox"/> Federal Funds		<input type="checkbox"/> State/Local Funds	
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE)		<input type="checkbox"/> Underutilized DBE (UDBE)					

Task Manager: William Stawarski		Contract Manager: William Stawarski	
 Task Manager Signature	 Contract Manager Signature		
 Chief Financial Officer Signature	Date <u>8/5/10</u> Date <u>8/5/10</u>		

AMENDMENT NO. 1
CONTRACT NO. C07009
AGREEMENT BETWEEN
SAN BERNARDINO ASSOCIATED GOVERNMENTS
AND
ORRICK, HERRINGTON & SUTCLIFFE, LLP

This AMENDMENT No. 1 to SANBAG Contract No. C07009 entered into as of the first day of September in the year of 2010, by and between SAN BERNARDINO ASSOCIATED GOVERNMENTS, a California public agency (hereinafter "SANBAG"), and ORRICK, HERRINGTON & SUTCLIFFE, LLP, (hereinafter "CONTRACTOR" or the "Bond Counsel").

WITNESSETH

WHEREAS, SANBAG under Contract C07009 desires to avail itself of the experience, sources of information, advice, assistance and facilities available to CONTRACTOR; to have CONTRACTOR undertake certain duties and responsibilities; and to perform certain services as financial advisor on behalf of SANBAG, as provided herein; and

WHEREAS, the PARTIES desire to amend the aforesaid contract to extend the period of performance and to increase the total contract amount;

NOW THEREFORE, the parties hereto do mutually agree to amend Contract No. C07009 as follows:

1. The period of performance for Contract No. C07009 shall be amended to extend the duration of Contract C07009 to July 5, 2013.
2. The cost of Contract No. C07009 shall be increased by \$150,000, for a total contract amount of \$300,000.

3. Except as amended by this amendment, all other provisions of Contract No. C07009 shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their authorized representatives as of the date set forth in the first paragraph of this Amendment.

**SAN BERNARDINO
ASSOCIATED GOVERNMENTS**

**ORRICK, HERRINGTON
SUTCLIFFE, LLP**

By: _____
Brad Mitzelfelt
President

By: _____

Date: _____

Date: _____


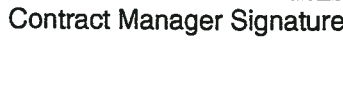

Approved as to Form:

Jean-Rene Basle
SANBAG Counsel

SANBAG Contract No. **C07010-1**
by and between
San Bernardino Associated Governments and Nossaman, LLP
for Disclosure Counsel Services

FOR ACCOUNTING PURPOSES ONLY							
<input checked="" type="checkbox"/> Payable	Vendor Contract # _____		Retention:		<input type="checkbox"/> Original		
<input type="checkbox"/> Receivable	Vendor ID _____		<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No		<input checked="" type="checkbox"/> Amendment		
Notes:							
Original Contract:		\$ <u>100,000</u>		Previous Amendments		\$ _____	
				Previous Amendments		\$ _____	
				Contingency / Allowance Total:			
Contingency / Allowance Amount		\$ _____		Current Amendment:		\$ <u>100,000</u>	
				Current Amendment Contingency / Allowance:		\$ _____	
Contingency Amount requires specific authorization by Task Manager prior to release.							
Contract TOTAL ►						\$ <u>200,000</u>	
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.							
▼ Include funding allocation for the original contract or the amendment							
Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt	
<u>4110</u>	<u>01</u>	<u>0942</u>	<u>52150</u>	<u>4110</u>	<u>MSI Valley Freeway Projects</u>	\$ <u>100,000</u>	
_____	_____	_____	_____	_____	_____	\$ _____	
_____	_____	_____	_____	_____	_____	\$ _____	
_____	_____	_____	_____	_____	_____	\$ _____	
Original Board Approved Contract Date:				<u>9/6/06</u>	Contract Start: <u>9/6/06</u>		Contract End: <u>9/6/09</u>
New Amend. Approval (Board) Date:				<u>9/1/10</u>	Amend. Start: <u>9/6/09</u>		Amend. End: <u>7/5/13</u>
Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation .							
Approved Budget Authority ►		Fiscal Year: <u>10/11</u>		Future Fiscal Year(s) – Unbudgeted Obligation ►		\$ <u>80,000</u>	
		\$ <u>20,000</u>					
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0942</u> (C-Task may be used here.).							
<input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.							

CONTRACT MANAGEMENT			
Check all applicable boxes:			
<input type="checkbox"/> Intergovernmental	<input checked="" type="checkbox"/> Private	<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State/Local Funds
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE)	<input type="checkbox"/> Underutilized DBE (UDBE)		

Task Manager: William Stawarski		Contract Manager: William Stawarski	
	<u>8/5/10</u>		<u>8/5/10</u>
Task Manager Signature	Date	Contract Manager Signature	Date
	<u>8/5/10</u>		
Chief Financial Officer Signature	Date		

AMENDMENT NO. 1
CONTRACT NO. C07010
AGREEMENT BETWEEN
SAN BERNARDINO ASSOCIATED GOVERNMENTS
AND
NOSSAMAN, LLP

This AMENDMENT No. 1 to SANBAG Contract No. C07010 entered into as of the first day of September in the year of 2010, by and between SAN BERNARDINO ASSOCIATED GOVERNMENTS, a California public agency (hereinafter "SANBAG"), and NOSSAMAN, LLP, (hereinafter "CONTRACTOR" or the "Bond Disclosure Counsel").

WITNESSETH

WHEREAS, SANBAG under Contract C07010 desires to avail itself of the experience, sources of information, advice, assistance and facilities available to CONTRACTOR; to have CONTRACTOR undertake certain duties and responsibilities; and to perform certain services as financial advisor on behalf of SANBAG, as provided herein; and

WHEREAS, the PARTIES desire to amend the aforesaid contract to extend the period of performance and to increase the total contract amount;

NOW THEREFORE, the parties hereto do mutually agree to amend Contract No. C07010 as follows:

1. The period of performance for Contract No. C07010 shall be amended to extend the duration of Contract C07010 to July 5, 2013.
2. The cost of Contract No. C07010 shall be increased by \$100,000, for a total contract amount of \$200,000.

3. Except as amended by this amendment, all other provisions of Contract No.C07010 shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their authorized representatives as of the date set forth in the first paragraph of this Amendment.

**SAN BERNARDINO ASSOCIATED
GOVERNMENTS**

NOSSAMAN, LLP

By: _____
Brad Mitzelfelt
President

By: _____
Barney A. Allison
President

Date: _____

Date: _____

Approved as to Form:

Jean-Rene Basle
SANBAG Counsel

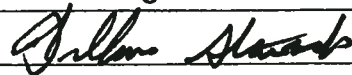
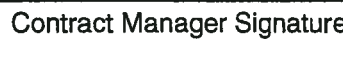

SANBAG Contract No. **C07011-2**

by and between

San Bernardino Associated Governments and Montague DeRose and Associates, LLC
for Financial Advisor Services

FOR ACCOUNTING PURPOSES ONLY						
<input checked="" type="checkbox"/> Payable	Vendor Contract # _____		Retention:		<input type="checkbox"/> Original	
<input type="checkbox"/> Receivable	Vendor ID _____		<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No		<input checked="" type="checkbox"/> Amendment	
Notes:						
Original Contract:		\$ <u>150,000</u>		Previous Amendments		\$ <u>200,000</u>
				Previous Amendments		\$ _____
				Contingency / Allowance Total:		
Contingency / Allowance Amount		\$ _____		Current Amendment:		\$ <u>200,000</u>
				Current Amendment Contingency / Allowance:		\$ _____
Contingency Amount requires specific authorization by Task Manager prior to release.						
Contract TOTAL ►						\$ <u>550,000</u>
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.						
▼ Include funding allocation for the original contract or the amendment						
Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt
<u>4110</u>	<u>01</u>	<u>0942</u>	<u>52150</u>	<u>4110</u>	<u>MSI Valley Freeway Projects</u>	\$ <u>200,000</u>
Original Board Approved Contract Date:				<u>7/5/06</u>	Contract Start: <u>7/5/06</u>	Contract End: <u>7/05/09</u>
New Amend. Approval (Board) Date:				<u>9/1/10</u>	Amend. Start: <u>7/5/11</u>	Amend. End: <u>7/5/13</u>
Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation .						
Approved Budget Authority ►		Fiscal Year: 10/11 \$ 0		Future Fiscal Year(s) – Unbudgeted Obligation ►		\$ 200,000
<input type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0942</u> (C-Task may be used here.).						
<input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.						

CONTRACT MANAGEMENT	
Check all applicable boxes:	
<input type="checkbox"/> Intergovernmental	<input checked="" type="checkbox"/> Private
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE)	<input type="checkbox"/> Federal Funds
	<input type="checkbox"/> State/Local Funds
	<input type="checkbox"/> Underutilized DBE (UDBE)

Task Manager: William Stawarski		Contract Manager: William Stawarski	
	<u>8/5/10</u>		Date
Task Manager Signature	Date	Contract Manager Signature	Date
	<u>8/5/10</u>		
Chief Financial Officer Signature	Date		

AMENDMENT NO. 2
CONTRACT NO. C07011
AGREEMENT BETWEEN
SAN BERNARDINO ASSOCIATED GOVERNMENTS
AND
MONTAGUE, DEROSE & ASSOCIATES, LLC

This AMENDMENT No. 2 to SANBAG Contract No. C07011 entered into as of the first day of September in the year of 2010, by and between SAN BERNARDINO ASSOCIATED GOVERNMENTS, a California public agency (hereinafter "SANBAG"), and MONTAGUE, DEROSE, & ASSOCIATES, LLC, (hereinafter "CONTRACTOR" or the "Financial Advisor").

WITNESSETH

WHEREAS, SANBAG under Contract C07011 desires to avail itself of the experience, sources of information, advice, assistance and facilities available to CONTRACTOR; to have CONTRACTOR undertake certain duties and responsibilities; and to perform certain services as financial advisor on behalf of SANBAG, as provided herein; and

WHEREAS, the PARTIES desire to amend the aforesaid contract to extend the period of performance and to increase the total contract amount;

NOW THEREFORE, the parties hereto do mutually agree to amend Contract No. C07011 as follows:

1. The period of performance for Contract No. C07011 shall be amended to extend the duration of Contract C07011 to July 5, 2013.
2. The cost of Contract No. C07011 shall be increased by \$200,000, for a total contract amount of \$550,000.

3. Except as amended by this amendment, all other provisions of Contract No. C07011 shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their authorized representatives as of the date set forth in the first paragraph of this Amendment.

**SAN BERNARDINO
ASSOCIATED GOVERNMENTS**

**MONTAGUE DEROSE &
ASSOCIATES, LLC**

By: _____
Brad Mitzelfelt
President

By: _____
Douglas Montague
President

Date: _____

Date: _____

Approved as to Form:

Jean-Rene Basle
SANBAG Counsel

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
 ■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 15

Date: September 1, 2010

Subject: Amendment to Contract No. C09100 with AECOM Technical Services, Inc. for construction engineering support on Interstate 215 (I-215), Segments 1 and 2 project

Recommendation*: Approve Amendment No. 1 to SANBAG Contract No. C09100 with AECOM Technical Service, Inc. for construction engineering support on I-215, Segments 1 and 2 to increase the total amount of the contract by \$1,800,000 to a total not-to-exceed contract amount of \$2,200,000.00, and to approve the assignment of the contract from DMJM+Harris, Inc. to AECOM Technical Services Inc.

Background: This is an amendment to an existing contract. On December 8, 2008, the SANBAG Board approved a sole source contract with AECOM USA, Inc. (formerly DMJM+Harris, Inc.) for \$400,000 to provide construction engineering support for the I-215 Segments 1 and 2 construction project. Under the terms of our cooperative agreements for design with Caltrans, SANBAG was obligated to make the design consultant who prepared the plans available for consultation during the construction process. DMJM+Harris is the designer of record. DMJM+HARRIS is now doing business as AECOM Technical Services, Inc. Frequently Caltrans, the contractors and SANBAG construction field staff require from the

Approved
Board of Directors

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

<input type="checkbox"/>	COG	<input type="checkbox"/>	CTC	<input checked="" type="checkbox"/>	CTA	<input type="checkbox"/>	SAFE	<input type="checkbox"/>	CMA
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Check all that apply

BRD1009a-mb

Attachment: C09100-01

designer of record either additional information, authorization for changes, or corrections in order to proceed with construction.

At the time of DMJM+Harris, Inc. contract approval; no precise scope of work for this construction support contract was specified since it depends on actual construction progress and events in the field. The original budget represented an estimate of the expected services to cover the anticipated construction engineering needs for a project of this size based on similar services provided on the State Route 210 projects. The reality however has been that this project has proven to be much more complex than anticipated; demanding more preconstruction and construction engineering support services due to design and traffic staging coordination with the City, Caltrans I-215 Segment 3 and Segment 5 construction projects, BNSF railroad, the contractor and utilities along with the anticipated Request for Information (RFI's), submittals, change orders and other contractor coordination issues. An unexpected amount, approximately 1/3 of the initial budget, was utilized during preconstruction assisting SANBAG, Caltrans and utility agencies in the early utility relocation field coordinating, coordination with Seg 3 and 5 and 11 project construction staging and updating the final bid documents to utilize American Recovery and Reinvestment Act (ARRA) funds.

Construction of the I-215 Segment 1 and 2 project began in October 2009 and was anticipated to be complete in December 2013. Recently changes in combining the staging created the opportunity to accelerate the project completion by 7 months. AECOM played a key role in this process, evaluating new staging opportunities, providing additional design support and design coordination with SANBAG, the contractor, Caltrans, and the City. It is anticipated that this time reduction will result in an early March 2013 completion, a reduction in the overall construction impacts to the community, and an overall saving to the project. This amendment incorporates this expected early completion. However it is anticipated that there will be future time saving opportunities of this same nature as the project advances. To successfully evaluate these opportunities, support the construction efforts and the compacted schedule will require ongoing engineering construction support services.

Due to the need for additional services and the revised scope, there will be an increase in the contract cost. This amendment will increase the contract limit by \$1,800,000 and includes estimated average support cost of \$45,000 per month for 34 months, final close out as-builts and a contingency of \$150,000 for a revised total not-to-exceed contract of \$2,200,000.

It is anticipated that this increase in construction engineering costs will be offset by project cost savings associated with Construction Management, Construction Survey, and material testing consultant services as a result of the shorter construction duration.

DMJM + Harris, Inc. was acquired by AECOM Technical Services Inc. Therefore it is recommended that the contract be assigned to AECOM Technical Services Inc.

Financial Impact: This item is consistent with the 2010/11 SANBAG Budget. Funding for the Contract is provided by Project No. 0838. The funding source is State Transportation Improvement Program/ Regional Improvement Program.

Reviewed By: This item was reviewed and recommended for approval (14-0-1; Abstained: Supervisor Derry), by the Major Projects Committee on August 12, 2010. SANBAG Counsel has reviewed and approved the agreement as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

SANBAG Contract No. C09100-01
by and between San Bernardino County Transportation Authority
and
AECOM Technical Services, INC
for I-215 Segment 1 & 2 Construction Support Services

FOR ACCOUNTING PURPOSES ONLY

<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID <u>EACOM</u>	Retention: <input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment
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Notes: Contract amendment amount of \$600,000 to be included in 2010/2011 FY budget for Task 838G9100

Original Contract: <u>\$ 400,000</u>	Previous Amendments <u>\$ 0</u>
	Previous Amendments <u>\$ 0</u>
	Contingency / Allowance Total:
Contingency / Allowance Amount <u>\$ 0</u>	Current Amendment: <u>\$ 1,650,000</u>
	Current Amendment Contingency / Allowance: <u>\$ 150,000</u>

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL ► \$ 2,200,000.00

* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.

▼ Include funding allocation for the original contract or the amendment

Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt
<u>838</u>	<u>650</u>	<u>000</u>	<u>5553/52001</u>	<u>4220204</u>	<u>Regional Improvement Program Fund</u>	<u>\$ 1,800,000</u>
_____	_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date:	<u>12/3/08</u>	Contract Start:	<u>12/3/08</u>
		Contract End:	<u>12/3/13</u>

New Amend. Approval (Board) Date:	<u>9/1/10</u>	Amend. Start:	<u>9/1/10</u>
		Amend. End:	<u>12/3/13</u>

Allocate the **Total Contract Amount** or **Current Amendment** amount between **Approved Budget Authority** in the current year and **Future Fiscal Year(s) Unbudgeted Obligation**.

Approved Budget Authority ►	Fiscal Year: <u>10/11</u> <u>\$ 600,000</u>	Future Fiscal Year(s) – Unbudgeted Obligation ►	<u>\$ 1,200,000</u>
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☒ Budget authority for this contract currently exists in Task No. 838 (C-Task may be used here.).
☐ A budget amendment is required. A Budget Amendment Request is attached.



CONTRACT MANAGEMENT

Check all applicable boxes:

<input type="checkbox"/> Intergovernmental	<input checked="" type="checkbox"/> Private	<input type="checkbox"/> Federal Funds	<input checked="" type="checkbox"/> State/Local Funds
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE)	<input type="checkbox"/> Underutilized DBE (UDBE)		

Task Manager: Garry Cohoe

Contract Manager: Mike Barnum


 Task Manager Signature Date 8/6/10

 Chief Financial Officer Signature Date 8/10/10


 Contract Manager Signature Date 8-5-10

AMENDMENT NO. 1

CONTRACT NO. C09-100

Agreement By And Between

**SAN BERNARDINO ASSOCIATED GOVERNMENTS/
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

and

AECOM Technical Services, Inc. (formerly DMJM+Harris, Inc)

For I-215 Segments 1 and 2 Construction Support Services

This AMENDMENT No. 1 to CONTRACT No. C09-100 is entered into this 1st day of September_2010 by and between the firm of DMJM+Harris, Inc. (hereafter called DMJM/Assignor), AECOM Technical Services, Inc. (hereafter called AECOM/Assignee), and the San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereafter called Authority).

WITNESSETH,

WHEREAS, Authority, under Contract No. C09-100 (Contract), has engaged the services of DMJM/Assignor to provide consultant services for Construction Design Support for I 215 Segments 1 and 2 Construction; and

WHEREAS, the parties hereto desire to amend the aforesaid Contract to increase the contract amount; and

WHEREAS, DMJM/Assignor wishes to assign the Contract to its parent company, AECOM/Assignee ; and

WHEREAS, Authority consents to the assignment of the Contract.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Contract as follows:

1. Assignment and Assumption. DMJM/Assignor hereby grants, assigns, transfers and conveys all of its rights, obligations, duties, responsibilities, title, interest and liabilities in and to the Contract to AECOM/Assignee, and AECOM/Assignee hereby accepts such assignment and assumes all of DMJM/Assignor's rights, obligations, duties, responsibilities, title, interest, and liabilities in and to the Contract, whether such rights, obligations, title, interest or liabilities arose before or after the date of this Agreement.

2. Consent of Authority. Authority hereby consents to the assignment of the Contract from DMJM/Assignor to AECOM/Assignee and agrees to look solely to AECOM/Assignee for the continued performance of the Contract.

3. Under Article 3, Contract Price and Principles, revise Section 3.2 to read as follows:

The total cost shall not exceed \$2,050,000 with a contingency of \$150,000 for a total contract cost of \$2,200,000.00. Services to be provided under the terms of this Contract are to be provided on an as needed basis and compensated for as set forth in Attachment "B" which are incorporated herein by reference. Utilization of the contingency is not permitted unless directed in writing by SANBAG Project Manager. CONSULTANT'S fee for services is included in the total estimated contract cost and shall be based on a fixed percentage rate, as noted in Attachment "B".

4. Under Article 3, Contract Price and Principles, revise Section 3.3 to read as follows:

CONSULTANT's overhead rates will be fixed, as set forth in Attachment "B" for the duration of this Contract. The fixed overhead rate will not be subject to adjustment. Any percentage increase over 2% per year over the direct labor rates in Attachment "B" is not permitted without prior authorization

5. Revise Article 15, Section 15.2 to show the following key personnel:

Mario Montes, Heip Bui, Norm Suydam,

6. Except as amended by this Amendment, all other provisions of the Contract shall remain in full force and effect.

IN WITNESS THEREOF, the authorized parties have signed on the following page:

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

AECOM Technical Services Inc.

By: _____

Date: _____

San Bernardino Associated Governments

By: _____

Brad Mitzelfelt, President
SANBAG Board of Directors

Date: _____

DMJM+HARRIS, Inc

By: _____

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____

Jean-Rene Basle
SANBAG Counsel

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
 ■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 16

Date: September 1, 2010

Subject: Amendment to Contract No. C04008 with AECOM Technical Services, Inc. for construction engineering support on Interstate 215 (I-215), Segment 5 and State Route 210 (SR-210), Segment 11 project

Recommendation*: Approve Amendment No. 6 to SANBAG Contract No. C04008 with AECOM Technical Service, Inc. for construction engineering support on I-215, Segment 5 and SR 210 Segment 11 project to increase the total amount of the contract by \$450,000 for a total not-to-exceed contract amount of \$5,731,673.30, and to approve the assignment of the contract from DMJM+HARRIS, Inc. to AECOM Technical Services, Inc.

Background: This is an amendment to an existing contract. In 2003 through a competitive qualifications based selection process, AECOM USA, Inc. (formerly DMJM+HARRIS, Inc.) was selected to provide final design services for the Interstate 215 Segment 5 project, the northernmost segment of I-215 widening between I-10 and SR-210. This segment overlaps the SR-210 Segment 11 Contract 3 that includes the high speed freeway to freeway connectors. In May 2007, the Board authorized combining this segment with SR-210 Segment 11 Contract 3 into a single PS&E package. In November 2008, the Board assigned Caltrans to serve as the lead agency for the construction phase of the combined project. The Cooperative Agreements state that SANBAG shall make the designer,

Approved
Board of Directors

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

<input type="checkbox"/>	COG	<input type="checkbox"/>	CTC	<input checked="" type="checkbox"/>	CTA	<input type="checkbox"/>	SAFE	<input type="checkbox"/>	CMA
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Check all that apply

BRD1009b-mb

Attachment: C04800-06

AECOM USA, Inc. (formerly DMJM+HARRIS, Inc.) available to respond to design questions through the completion of Project construction and to complete the as-built plans. In July 2009 the Board authorized Amendment No. 5 for \$220,000 which included a 10% contingency. This amendment was anticipated to fund the engineering construction support work during the bidding, construction and close-out phases for I-215 Segment 5.

DMJM+HARRIS, Inc. is now doing business as AECOM Technical Services, Inc. At the time of DMJM+HARRIS, Inc. contract approval; no precise scope of work for this construction support contract was specified since it depends on actual construction progress and events in the field. The original budget represented an estimate of the expected services to cover the anticipated construction engineering needs for a project of this size based on similar services provided on the SR 210 projects. The reality however has been that this project has proven to be more complex than anticipated; demanding more preconstruction and construction engineering support services due to design, utility and traffic staging coordination with the I-215 Segment 1 & 2 construction project, BNSF railroad, the City, the contractor along with the anticipated Request for Information (RFI's), submittals, change orders and other contractor coordination issues. Construction of the I-215 Segment 5/SR 210 Segment 11 project began in January 2010 and is anticipated to be complete in January 2013. Based on current support trends the original \$220,000 budget will be expended in October 2010.

Due to the need for continual services, there will be an increase in the contract cost. This amendment will increase the contract limit by \$450,000 and includes final close out as-builds, a contingency of \$50,000 for a revised total not to exceed contract of \$5,731,673.30. This amendment reflects a downward trend in resources as the project proceeds towards completion.

DMJM + Harris, Inc. was acquired by AECOM Technical Services Inc. Therefore it is recommended that the contract be assigned to AECOM Technical Services Inc.

Financial Impact: This item is consistent with the 2010/11 SANBAG Budget. Funding for the Contract is provided by Project No. 0834. The funding source is Measure I (1990-2010) Valley Major Projects.

Reviewed By: This item was reviewed and recommended for approval (14-0-1; Abstained: Supervisor Derry), by the Major Projects Committee on August 12, 2010. SANBAG Counsel has reviewed and approved the agreement as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

SANBAG Contract No. C04008-06
by and between
San Bernardino County Transportation Authority
and

AECOM Technical Services, Inc. (formally DBE as AECOM USA, Inc and DMJM+Harris Inc)
For PS&E and Construction Support Services, I-215, Segment 5

FOR ACCOUNTING PURPOSES ONLY

<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID <u>AECOM</u>	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Amendment

Notes: Contract amendment amount of \$200,000 to be included in 2010/2011 FY Budget for Task 834G4008.

Original Contract: \$ 825,589	Previous Amendments \$ 3,945,400.00
	Previous Amendments \$ 379,198.30
	Contingency / Allowance Total:
Contingency / Allowance Amount \$ 131,486	Current Amendment: \$ 400,000.00
	Current Amendment Contingency / Allowance: \$ 50,000.00

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL ► \$ 5,731,673.30

* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.

▼ Include funding allocation for the original contract or the amendment

Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt
<u>834</u>	<u>630</u>	<u>000</u>	<u>5553/52001</u>	<u>4110000</u>	<u>Msi-Valley Major Project</u>	\$ 450,000.00
_____	_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date:	<u>7/2/03</u>	Contract Start: <u>7/2/03</u>	Contract End: <u>7/2/04</u>
New Amend. Approval (Board) Date:	<u>09/1/10</u>	Amend. Start: <u>09/1/10</u>	Amend. End: <u>12/31/15</u>

Allocate the **Total Contract Amount** or **Current Amendment** amount between **Approved Budget Authority** in the current year and **Future Fiscal Year(s) Unbudgeted Obligation**.

Approved Budget Authority ►	Fiscal Year: <u>10/11</u> \$ 200,000	Future Fiscal Year(s) – Unbudgeted Obligation ►	\$ 250,000
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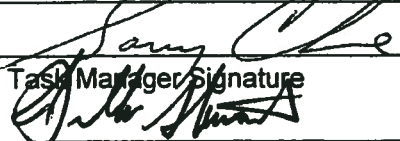
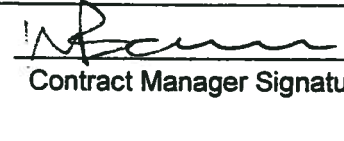
- ☒ Budget authority for this contract currently exists in Task No. 834 (C-Task may be used here.).
- ☐ A budget amendment is required. A Budget Amendment Request is attached.

CONTRACT MANAGEMENT

Check all applicable boxes:

- ☐ Intergovernmental ☒ Private ☐ Federal Funds ☒ Local Funds
- ☐ Disadvantaged Business Enterprise (DBE) ☐ Underutilized DBE (UDBE)

Task Manager: <u>Garry Cohoe</u>	Contract Manager: <u>Mike Barnum</u>
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Task Manager Signature Date 8/6/10
 Chief Financial Officer Signature Date 8/10/10

Contract Manager Signature Date 8-5-10

C04008-06

AMENDMENT NO. 6

CONTRACT NO. C04008

AGREEMENT BY And BETWEEN

**SAN BERNARDINO ASSOCIATED GOVERNMENTS/
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

AND

AECOM TECHNICAL SERVICES, INC. (FORMERLY DMJM+HARRIS INC.)

FOR

PS & E AND DESIGN SUPPORT FOR I-215 SEGMENT 5

This AMENDMENT No. 6 to CONTRACT No. C04-008 is entered into this 1st day of September 2010 by and between the firm of DMJM+Harris, Inc. (hereafter called DMJM/Assignor), AECOM Technical Services, Inc. (hereafter called AECOM/Assignee), and the San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereafter called Authority).

WITNESSETH,

WHEREAS, Authority, under Contract No. C04-008 (Contract), has engaged the services of DMJM/Assignor to provide consultant services for Construction Design Support for Interstate 215, Segment 5 (hereafter referred to as the Project) and

WHEREAS, the parties hereto desire to amend the aforesaid Contract to increase the contract amount; and

WHEREAS, DMJM/Assignor wishes to assign the Contract to its parent company, AECOM/Assignee; and

WHEREAS, Authority consents to the assignment of the Contract.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Contract as follows:

1. Assignment and Assumption. DMJM/Assignor hereby grants, assigns, transfers and conveys all of its rights, obligations, duties, responsibilities, title, interest and liabilities in and to the Contract to AECOM/Assignee, and AECOM/Assignee hereby accepts such assignment and assumes all of DMJM/Assignor's rights, obligations, duties, responsibilities, title, interest, and liabilities in and to the Contract, whether such rights, obligations, title, interest or liabilities arose before or after the date of this Agreement.

2. Consent of Authority. Authority hereby consents to the assignment of the Contract from DMJM/Assignor to AECOM/Assignee and agrees to look solely to AECOM/Assignee for the continued performance of the Contract.
3. Under Article 3, Contract Price and Principles, revise Section 3.2 to read as follows:

The total cost shall not exceed \$5,681,673.30 with a contingency of \$50,000 for a total contract cost of \$5,731,673.30. Services to be provided under the terms of this contract are to be provided on an as needed basis and compensated for as set forth in Attachment "B" which are incorporated herein by reference. Utilization of the contingency is not permitted unless directed in writing by SANBAG Project Manager. CONSULTANT'S fee for services is included in the total estimated contract cost and shall be based on a fixed percentage rate, as noted in Attachment "B".
4. Under Article 3, Contract Price and Principles, revise Section 3.3 to read as follows:

CONSULATANT's overhead rates will be fixed, as set forth in Attachment "B" for the duration of this Contract. The fixed overhead rate will not be subject to adjustment. Any percentage increase over 2% per year over the direct labor rates in Attachment "B" is not permitted without prior authorization
5. Revise Article 15, Section 15.2 to show the following key personnel:

Mario Montes, Hiep Bui, Norm Suydam,
6. Except as amended by this Amendment, all other provisions of Contract No. 04-008 shall remain in full force and effect.

IN WITNESS THEREOF, the authorized parties have signed on the following page:

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

AECOM Technical Services Inc.

By: _____

Date: _____

San Bernardino Associated Governments

By: _____

Brad Mitzelfelt, President
SANBAG Board of Directors

Date: _____

DMJM+ HARRIS Inc.

By: _____

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____

Jean-Rene Basle
SANBAG Counsel

ATTACHMENT 'B'

AECOM Technical Services, Inc.

San Bernardino Associated Governments (SANBAG)

I-215 Segment 5

Construction Engineering Support

August 19, 2010

I. DIRECT LABOR COSTS

Staff Classification	Initial Direct Hourly Rate	Hours	Total
Project Principal	\$82.00	129	\$10,578.00
Project Manager	\$72.22	1,052	\$75,975.44
Technical Director	\$79.36	129	\$10,237.44
Project Engineer	\$61.00	144	\$8,784.00
Engineer IV	\$50.00	149	\$7,450.00
Engineer II (As-Built)	\$35.00	40	\$1,400.00
Engineer I/CADD	\$28.00	260	\$7,280.00
Bridge Engineer	\$51.00	140	\$7,140.00
Document Control/Admin	\$28.00	137	\$3,836.00

Subtotal Hours & Direct Labor Costs	2,180		\$132,680.88
Anticipated Salary Increases			\$4,024.83
Total Direct Labor Costs			\$136,705.71

(1)

II. INDIRECT COSTS

INDIRECT RATE 150.00 % x \$ 136,705.71 = Subtotal \$205,058.57 (2)

Subtotal (1)

III. FEE (PROFIT)

10 % x \$ 341,764.28 = Subtotal \$34,176.43 (3)

Total (1) + (2)

IV. OTHER DIRECT COSTS

Item	Amount
Per Diem	\$0.00
Car Mileage	\$125.00
Travel	\$0.00
Computer Charges	\$0.00
Photocopies (Black & White)	\$500.00
Photocopies (Color)	\$0.00
Commercial Printing	\$1,000.00
Mail/Courier	\$200.00
Photographs	\$0.00
Intersection Traffic Counts	\$0.00
Ramp/Segment Counts	\$0.00
Corridor Speed Surveys	\$0.00
a	\$0.00
b	\$0.00
c	\$0.00
d	\$0.00
e	\$0.00

Subtotal \$ \$1,825.00 (4)

V. SUBCONSULTANTS COST

TRC	\$20,000.00
Earth Mechanics	\$2,000.00
LIN	\$2,000.00

Subtotal \$ \$24,000.00 (5)

VI. TOTAL AMOUNT

\$401,766 (Total 1-5)

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
 ■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 17

Date: September 1, 2010

Subject: Construction and Maintenance Agreement with Burlington Northern, Santa Fe Railroad (BNSF) and Caltrans for the Interstate 215 (I-215), Segment 1 Redlands Loop Overhead

Recommendation:* Approve increase in funds for BNSF flagging and inspection services as defined by the Construction and Maintenance Agreement (No. C08078) with BNSF and Caltrans in an amount of \$200,000 for a new estimated total amount of \$288,467.00.

Background: This is an amendment to an existing contract. On October 3, 2007, the SANBAG Board approved the Construction and Maintenance Agreement with BNSF and Caltrans for the Interstate 215 Segment 1 Redlands Loop Overhead. A portion of the reconstructed I-215 freeway will be built over the existing Redlands Loop railroad track. The agreement specified that SANBAG will widen the existing I-215 freeway bridge and construct a new off-ramp bridge over the rail line and Caltrans will maintain the structures after completion of construction. This Agreement also specifies that all agencies will follow established procedures for work on and adjacent to the railroad as will all contractors and subcontractors and personnel from all these agencies/companies.

*

*Approved
Board of Directors*

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

<input type="checkbox"/>	COG	<input type="checkbox"/>	CTC	<input checked="" type="checkbox"/>	CTA	<input type="checkbox"/>	SAFE	<input type="checkbox"/>	CMA
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Check all that apply

Since this work is over an existing, in service railroad track which has train traffic operated by BNSF, flagging operations are required along the track during certain times of construction and to be available to coordinate railroad operations and construction operations. In addition, BNSF also requires inspectors to be present during certain construction activities above and adjacent to its tracks to insure that no activities could pose a hazard to railroad operations.

While the Agreement included an initial BNSF cost estimate of \$88,467, the agreement states SANBAG is responsible for paying the actual cost for by BNSF to provide these services. The initial estimate was based on the BNSF assumption that the Redlands Subdivision track could be taken out of service on the days that BNSF customarily did not operate over this line. BNSF had agreed to schedule flagman only on those days that BNSF would operate over this line. Construction started in October 2009. During construction it was found that BNSF could not take this line out of service as originally contemplated and has now provided services in excess of the of the original estimated amount.

This recommendation request approval by the Board to increase the funds for BNSF flagmen and inspection services needed to support the construction effort based on the revised position by BNSF that the Redlands Subdivision track cannot be closed. This revised amount is based on the historical cost incurred to date to provide noted services at this location estimated through project completion.

Financial Impact: This item is consistent with the ^{Task 838} 2010/11 SANBAG Budget. Funding for the Contract is provided by Project No. 0838. The funding sources are Federal Projects of National and Regional Significance (PNRS) and State Traffic Congestion Relief Program (TRCP) Funds.

Reviewed By: This item was reviewed and recommended for approval (14-0-1; Abstained: Mayor Morris), by the Major Projects Committee on August 12, 2010. SANBAG Counsel has reviewed and approved the agreement as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
 ■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 18

Date: September 1, 2010

Subject: Administrative Function for Victor Valley Transit Authority

Recommendation:* Receive update on SANBAG's assistance with the In-House Administrative process for Victor Valley Transit Authority (VVTa).

Background: In December 2009 the SANBAG Board approved a consultant contract with Dhillon Management Services to provide professional services in the area of personnel and organization structure in assisting VVTA in the evaluation of administrative support models. This contract came as a result of the FY 2006-2008 Transportation Development Act Triennial Performance Audit of VVTA recommending the creation of a financial officer position. In addition the audit noted that the costs of continuing to contract for VVTA administrative function would be comparable to the costs of directly employing a management team.

Following the results of the Dhillon Management report, the VVTA Board of Directors decided to act on bringing the contracted administrative functions in house. The VVTA Board of Directors asked SANBAG to assist with the process for hiring an Executive Director and the drafting of a job description, posting of the position, and evaluation of qualified candidates, interviewing candidates, and drafting the employment contract. As a result of these activities, the VVTA Board of Directors with assistance from SANBAG staff, have conducted interviews and are currently negotiating an employment contract with the selected candidate.

*Approved
 Board of Directors*

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

COG	X	CTC		CTA		SAFE		CMA	
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Check all that apply.
 BRD1009e-bk

The VVTA Board met on August 16th to conduct final discussions with the selected candidate with a possible action to be announced during the August 16th open session. SANBAG will assist the new Executive Director with the next steps of securing health, medical, and retirement benefits as well as helping to determine additional staffing needs with the related job descriptions, and will be assisting with the necessary activities to begin the hiring process for support staff for VVTA.

Financial Impact: This item is consistent with the FY 2010/2011 budget under task 31711000.

Reviewed By: This item was reviewed and received by the Commuter Rail and Transit Committee on August 19, 2010.

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs

the SCRRA member agencies, Amtrak, BNSF and UP. Based on initial recommendations from the peer review panel, there are scope of work elements and future cost drivers included in the project that are not core PTC elements and necessarily essential in order to deliver a fully Federal Railroad Administration (FRA) compliant and interoperable PTC system. It is imperative that the recommendations of the peer review panel be considered, as a reduction in cost for PTC will defer all or part of the need for member agencies to advance state funding and it will free up additional resources for use on other rehabilitation, equipment or capacity projects that are required for SANBAG and the Metrolink system.

In order to meet the timeframe for approval of the Metrolink Vendor/Integrator PTC contract, SCRRA is pursuing LONP approval and allocation at the September 22/23, 2010 CTC meeting. SANBAG, RCTC, LACMTA, VCTC, and OCTA must commit to advancing the necessary funds in advance of this meeting in order for the CTC to approve the LONP.

The current proposed SCRRA Member Agency shares for the Positive Train Control LONP are included in Attachment 1 to this agenda item. The proposed letter of support SCRRA's LONP is included as Attachment 2 to this agenda item.

Financial Impact: This item is consistent with the currently adopted FY2010/2011 Budget, TN. 35211000 General Commuter Rail. Approval of this item, however, would establish a commitment to fund \$12,396,377 of SANBAG's PTC obligation should Proposition 1A funds not be available when needed. If SANBAG is required to provide the funds to SCRRA in the future, staff would prepare a funding plan with the specific fund types and amounts for future Board consideration and amendment into the Budget.

Reviewed By: This item was reviewed by the Commuter Rail & Transit Committee on August 19, 2010 and unanimously recommended for approval.

Responsible Staff: Ryan Graham, Transit Planning Analyst

PROPOSED PTC LONP SHARES

Prop 1A FY 11 LONP Need for PTC	
Intercity Rail July 1 Request	\$ 46,550,000
Commuter Rail August 11 Request	\$ 12,200,000
Total	\$ 58,750,000

	Member Agency	Share of Total PTC Project	Member Funds Programmed	Balance	Share of Balance	Share Applied to LONP Need*
	Metro	\$ 95,760,000	\$ 47,966,055	\$47,793,945	48.5%	\$ 28,484,061
	OCTA	\$ 39,916,800	\$ 38,442,405	\$1,474,395	1.5%	\$ 878,705
	RCTC	\$ 22,377,600	\$ 4,979,223	\$17,398,377	17.6%	\$ 10,369,021
	SANBAG	\$ 29,030,400	\$ 8,230,284	\$20,800,116	21.1%	\$ 12,396,377
	VCTC	\$ 14,515,200	\$ 3,404,296	\$11,110,904	11.3%	\$ 6,621,836
	TOTAL	\$ 201,600,000	\$ 103,022,263	\$98,577,737	100.0%	\$ 58,750,000

ATTACHMENT 2

August 17, 2010.

Mr. John Fenton
Chief Executive Officer
Southern California Regional Rail Authority
818 West 7th Street, Suite 2600
Los Angeles, CA 90017

CALIFORNIA TRANSPORTATION COMMISSION LETTER OF NO PREJUDICE FOR SCRRA POSITIVE TRAIN CONTROL PROJECT

Dear Mr. Fenton:

I am writing to express our support for your Letter of No Prejudice (LONP) request to the California Transportation Commission (CTC) for the Positive Train Control (PTC) project. Our support also extends to providing a financial guarantee for our member agency share of local funds to replace Proposition 1A High Speed Passenger Train Bonds (Prop 1A) funds, should it be necessary. PTC is a very high priority for the San Bernardino Associated Governments (SANBAG), and we are making every effort to ensure that the necessary funding is available to Southern California Regional Rail Authority (SCRRA) for an expeditious implementation.

At a July 16, 2010 meeting of the SCRRA member agencies, each agreed to take on a share of the responsibility for providing a financial guarantee for the project. The agreed upon shares are shown in Enclosure A. SANBAG's share of the LONP is estimated at 21.1%. Applying this share to the \$46.55 million intercity allocation request first agendized for the July 1, 2010 CTC meeting and the \$12.2 million commuter rail allocation request to be agendized for the August 11, 2010 CTC meeting, the SANBAG is committed to advance funding of up to \$9.8 million and \$2.5 million, respectively, for a total of \$12.3 million.

I understand that the purpose of the LONP for Prop 1A funds is to allow SCRRA to award and enter into a design-build contract for implementing Positive Train Control and that SCRRA has sufficient other funding to carry the project for approximately six months. SCRRA would only access member agency funds should other funds be exhausted before the state can make Prop 1A funding available. Enclosure B includes copies of a minute action by the SANBAG Board approving SANBAG's advance of \$12,396,377 funds for the PTC project.

Mr. John Fenton
August 17, 2010
Page 2

Should you have any questions, please contact Mitch Alderman at (909) 884-8276.

Sincerely,

Deborah Robinson Barmack
Executive Director

Enclosures:

- A. LONP Shares for Positive Train Control
- B. SANBAG Board minute action approving the financial guarantee of SANBAG's share for PTC

cc: Art Leahy, LACMTA
Bill Bronte, Caltrans Division of Rail
Will Kempton, OCTA
Darren Kettle, VCTC
Cindy McKim, Caltrans
Anne Mayer, RCTC
Bimla Rhinehart, CTC
David Sosa, Caltrans District 7

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
 ■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 19

Date: September 1, 2010

Subject: Comprehensive Operational Analysis (COA) of Omnitrans Services

Recommendation:* Authorize staff to release a Request for Proposals (RFP) 11044 for a Comprehensive Operational Analysis of Omnitrans Services

Background: As the San Bernardino County Transportation Commission, SANBAG is responsible for short and long range transportation planning within San Bernardino County, which among other things, includes the coordination and approval of all public mass transit service. To fulfill this responsibility SANBAG routinely sponsors COAs in partnership with the County's transit providers. The primary goal of the COA is to ensure coordination among services provided by a transit operator and to determine whether or not the policies of a transit agency and the policies of SANBAG are complementary to each other.

The last COA conducted by Omnitrans occurred in 2006. Due to changes in the economy, the pending construction and operation of the E Street sbX project, reduced levels of local and state funding and potential impacts of SB 375 and AB 32, a new COA is needed to provide SANBAG and Omnitrans a better understanding of operational needs and funding constraints that will be encountered over the next 5 years. The COA will also assist in developing a strategic direction for Omnitrans through 2020.

Staff is requesting authorization to release the attached RFP to retain a consultant to assist the agency with the preparation of a COA for Omnitrans. The two primary activities within the scope of work includes a comprehensive analysis of

*Approved
Board of Directors*

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

X	COG	X	CTC		CTA		SAFE		CMA
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Check all that apply
 BRD1009a-bk
 Attachment:
 RFP11044-bk

all current services and a financial analysis that anticipates all current and projected revenues to address any structural budget imbalances that may currently exist. The scope of work will also task the consultant with analyzing service policies, service needs, administrative functions and potential savings from outsourcing certain services currently performed by Omnitrans.

Financial Impact: The COA will be funded through a carryover fund balance of Local Transportation Funds (LTF) currently at Omnitrans. The final cost for the COA will not be known until SANBAG receives proposals from firms responding to the RFP. Prior to the award of the contract, SANBAG will prepare a funding agreement with Omnitrans for approval by both Boards that will establish the mechanism for funding the contract.

Reviewed By: This item was reviewed by the Commuter Rail and Transit Committee on August 19, 2010 and unanimously recommended for approval.

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs

**SAN BERNARDINO ASSOCIATED GOVERNMENTS
(SANBAG)**

**REQUEST FOR PROPOSAL
RFP 11044**

Comprehensive Operational Analysis of Omnitrans

September 1, 2010

Project Description

San Bernardino Associated Governments, acting at the as the San Bernardino County Transportation Commission, has planning, coordination and project approval responsibility for Omnitrans, the public transit service provider for the Valley portion of San Bernardino County.

San Bernardino Associated Governments is requesting proposals to conduct a Comprehensive Operational Analysis and Short Range Transit Plan for Fiscal Years 2012 – 2016 of Omnitrans.

RFP Documents

The RFP document is available at no charge by either download from SANBAG's website, <http://www.sanbag.ca.gov/about/contracting.html>, or by hard copy at SANBAG offices. For individuals with sensory disabilities, this document is available in alternate formats by calling SANBAG at 909-884-8276.

Estimated Schedule

September 1, 2010	SANBAG issues RFP
September 8, 2010	Pre-Proposal Meeting at SANBAG
September 17, 2010	Questions due to SANBAG
September 21, 2010	Responses to Interested Bidders
October 6, 2010	Proposals due to SANBAG by 2:00 pm
October 19, 2010	Consultant Interviews
November 18, 2010	Recommendation to Commuter Rail & Transit Policy Committee
December 1, 2010	SANBAG Board – Contract Award

This schedule is subject to change if determined necessary by SANBAG. Any changes will be issued by addendum to all firms obtaining a copy of this RFP.

Proposal Submission

All proposals must comply with the submittal requirements. Proposals that do not comply will be considered non-responsive and will be rejected. Proposals shall include the information and services requested and must be signed with the name and title of the person duly authorized to commit services by the firm.

Proposals shall be in a sealed box and addressed to:

Mitchell A. Alderman, PE, Director of Transit and Rail Programs, 1170 W. 3rd St., San Bernardino, CA 92410-1715 on or before **October 6, 2010 by 2:00 pm.**

No proposal received after the fixed time for receiving them will be considered. Late proposals will be returned to the proposer unopened. Proposals will not be publicly opened and will be kept confidential. Proposals are required for the entire scope of services described. Proposals that are not for the entire scope of services or improperly written, may be considered non responsive and rejected.

Firms responding to the RFP shall submit (8) eight copies of their proposals. One copy shall contain all original signatures and shall be labeled "Original Proposal".

Proposal Requirements and Organization

Firms shall review and base their proposals on the draft Scope of Services, Exhibit A. Strict conformance to the specified proposal format and completeness of the required content are essential. Firms that do not address all of the required submittals and associated documentation may be considered non responsive and will not be eligible for contract award. Each section of the proposal shall be tabbed in accordance with the numbering system shown below.

SANBAG strongly encourages the Proposal content and completeness to be most important. Elaborate, decorative, extraneous, and non recyclable materials are strongly discouraged. The proposal shall be submitted in an 8 ½ x 11 format and may use foldouts as necessary but shall not exceed 11 x 17. The cover shall clearly contain the project title, contract number and the firm's name. While the length of the proposal will not be limited, short and concise proposals are preferred. Excessive and wordy proposals could result in lower scores and non selection. The firms able to prepare a complete but succinct proposal may be scored higher.

Proposal Format

1. Letter of Transmittal

The letter of transmittal shall be addressed to Mr. Mitchell A. Alderman, PE including the following:

- An identification of the firm(s) involved in the Proposal and which firm of any joint venture is proposed as the prime consultant. While joint ventures are accepted, they are discouraged.
- A statement acknowledging the receipt of all addenda to the RFP that have been issued by SANBAG.
- A statement that the firm has reviewed and accepted the insurance requirements.
- A statement that the Proposal will remain in effect for 120 calendar days after the deadline for receipt of the Proposal by SANBAG.

- A contact person who should be notified of the Selection Committee's decision, a telephone number, fax number, e-mail, and mailing address.
- The name, title, address, e-mail, and telephone number of individual(s) with authority to bind the company contractually and who may also be contacted during the period of proposal evaluation.
- The legal form of the firm, i.e., sole proprietor, partnership, corporation, etc. If the firm is a corporation, the state in which the company was incorporated shall be identified.

2. Section 1 - Organization Chart

The Organization Chart shall show the relationship of all sub-consultants to the prime consultant and shall identify the staff member, responsibility, and firm name for each category and/or task. The chart shall be limited in format, i.e. - one (1), fold-out, one-page, 11" x 17" format.

3. Section 2 - Consultant Team Qualifications

The Consultant shall provide a summary of their team's qualifications and experience managing and executing similar projects. This section is limited to three (3) pages. It is strongly encouraged that extraneous and over-stated qualifications be eliminated.

4. Section 3 - Project Understanding and Approach

The Consultant shall discuss in detail their understanding and approach of the SANBAG's goals and objectives for the Project. From this, a complete and thorough approach is to be developed to demonstrate the Consultant's ability to provide SANBAG with a cost-effective and successfully executed project.

Using the draft Scope of Services from Exhibit "A", the Consultant should review and may make revisions as they see necessary. The proposed Scope of Services will be used for a final contract unless otherwise revised by SANBAG during contract negotiations.

5. Section 4 - Project Management

The Consultant shall demonstrate their abilities to manage the Project, not only for the prime consultant but how their relationship/processes with sub-consultants will be managed. This section shall at a minimum include the methods and means for project controls, QA/QC, resource allocation, and staff availability.

As discussed in Exhibit "A", federal money may be used for this contract. The Consultant shall discuss how they will comply with DBE/UDBE requirements should this be necessary.

6. Section 5 - Resumes

The Consultant shall provide resumes of key personnel that will be assigned to the Project. Resumes should describe what tasks the person performed on a project and not just a list of projects the person worked on. Only show relevant information keeping resumes as short as possible.

7. Section 6 - Related Experience

The Consultant shall provide sufficient descriptions of related experience that will demonstrate their team's ability to perform the work as described in Sections 3 and 4 above,

limited to no more than 10 projects. Each related project shall be a maximum of one page long and clearly show the following items:

- Project Description
- Client
- Contract Amount of Consultant Services Provided
- Consultant Services Provided as Prime or Sub-consultant
- Duration of Services Provided
- Reference – Contact name, address, and phone and fax number. This as well as other sources may be used as a reference check of the Consultant's past performance.

8. Section 7 – Appendices/Miscellaneous/Supporting Documentation

This section may be used for the Consultant to include miscellaneous items.

Insurance Requirements

1. Comprehensive General Liability Insurance or Commercial General Liability Insurance, including coverage for Premises, Contractual Liability, Personal Injury Liability, Broad-Form Property Damage and Independent Contractor's Liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$2,000,000 aggregate written occurrence form.
2. Comprehensive Automobile Liability Coverage, including owned, non owned, and hired automobiles, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and in an aggregate written on occurrence form.
3. Workers Compensation Insurance with limits established and required by the State of California

Consultant Selection Process

1. The Selection Team (ST) will evaluate each responsive proposal based on the selection criteria.
2. From the ST proposal evaluation, a short-list of the most qualified firms may be prepared for formal interviews. SANBAG may or may not conduct formal interviews. Besides the normal criteria, the evaluation will focus on the project understanding and approach, project management structure and process, and references
3. The ST may conduct interviews of the short-listed firms. The ST will determine the best qualified firm for the project.
4. Debriefing for firms are available after award of the contract by the SANBAG Board.

Exhibit “A”

Project Overview and Scope of Services

Request for Proposal Background

Comprehensive Operational Analysis and Short Range Transit Plan

SANBAG is the County Transportation Commission and as such is responsible for the planning and funding for the transportation agencies located within the County of San Bernardino. SANBAG is requesting proposals to conduct a Comprehensive Operational Analysis and Short Range Plan for fiscal years 2012 – 2016 and to provide strategic direction for Omnitrans through 2020. Omnitrans is the primary transit provider in the valley portion of San Bernardino County. SANBAG is responsible for evaluating and approving all transportation projects proposed for funding within the county under federal, Transportation Improvement Program, Transportation Development Act program administration, technical planning and assistance to Omnitrans and other agencies with the County. SANBAG recently completed a Long Range Transit Plan, documents can be found under Commuter Information on the SANBAG website (www.sanbag.ca.gov). The 2006 Omnitrans COA is available on the Omnitrans website (<http://www.omnitrans.org/news/reports.shtml>)

Omnitrans is the public transit provider in the San Bernardino Valley which is an urbanized area serving 15 cities, Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland and Yucaipa as well as unincorporated communities of Bloomington, Mentone and Muscoy. The area encompasses 480 square miles with a population of approximately 1.2 million persons.

Omnitrans is a joint powers agency formed in 1976 and is governed by a Board of Directors from each of the areas described above.

Currently, Omnitrans provides fixed route bus service with ADA demand response service (ACCESS). In addition, Omnitrans offers general public dial a ride services in the cities of Chino Hills, Yucaipa and soon in the City of Grand Terrace.

Omnitrans will soon start construction of the new Bus Rapid Transit project called sbX which will run on the E Street Corridor between San Bernardino and Loma Lind with the service up and running by 2012/13.

Omnitrans uses Trapeze for day to day operations and scheduling, employs automated passenger counters to monitor transit use, and has mobile data terminals and automatic vehicle locators on board transit vehicles.

SCOPE OF WORK

Introduction

Proposers are requested to design a three-phased work effort to most effectively and completely address the issues identified. The first phase involves a detailed review of existing conditions for all Omnitrans' operational and capital programs including a financial analysis of the relationship of service costs to anticipated funding over the next five years. Phase II sets forth the recommended direction in all required areas based upon the Phase I analysis. Phase II shall include, for the recommended direction related to each service component a capital and operations financial plan for five years with strategic direction through 2020. Phase III shall provide an implementation plan detailing the sequence of activities and identifying the responsible parties and finalized financial plan. The proposed implementation plan should anticipate provision of selected tools or strategies by which to realize recommended directions with some budget reserved by the proposer to pursue these.

SANBAG will be managing this COA and anticipates that a technical advisory committee consisting of Omnitrans and SANBAG staff that will jointly monitor the course of the study effort.

The following generally describes the work to be performed. The actual scope may vary depending on consultant contract negotiations.

PHASE I

1. Comprehensive Operating Analysis of All Services

The consultant will undertake a broad gauged comprehensive operation analysis of all Omnitrans services (fixed route, ACCESS and community circulators) and related policies by which these services are provided. This evaluation of existing operating conditions shall be in relation to service performance, running times, recovery times, recovery time locations, deadhead hours/miles, schedules, transfer connections, service needs, service strategies, service policies, performance standards, on time performance and stakeholder/customer needs. All strategies deemed useful to this analysis shall be undertaken by the consultant.

2. Financial Analysis

The financial plan shall review the current and projected operating and capital costs, revenues, and fare recovery standards over the immediate five year period. This financial analysis should take into consideration diminishing local and state revenues as well as a future that anticipates competing projects for the current funding base. Financial projections will be supplied by SANBAG but may also be supplemented by the proposer's assessment of likely costs and revenues for Omnitrans current service mix.

3. Service Policies Analysis

Develop a strategic planning approach to be used in preparing an analysis of and then proposed development, review, or modification of service policies, goals, and objectives, including performance standards by which to measure current and future performance.

4. Service Needs

A method shall be proposed and undertaken to evaluate service needs from external and internal stakeholders providing a rationale for both the methods and target audiences.

5. Administrative Functions

Evaluate Omnitrans' current positions and functions as well as employee benefits comparison to ensure the agency has the appropriate staffing levels to be successful and competitive and that these are appropriate based upon recommended direction that this study may provide.

6. Transition of Services and Outsourcing

SANBAG is in the process of designating a *Consolidated Transportation Services Agency* for the San Bernardino Valley. Perform an analysis of the feasibility, benefits, and limitations of the transfer of ACCESS services from Omnitrans to the new CTSA.

Perform an analysis and a proposed process for Omnitrans to outsource some or all of its fixed routes and other services in a manner that ensures the most cost effective service-delivery method possible.

7. Summary of findings

The results of the preceding tasks, in addition to any other activities that may be proposed and undertaken by the consultant, shall be compiled along with a summary of findings and discussion of the issues. This summary shall assess the current structure Omnitrans services in terms of the degree of match and mismatch with identified mobility needs and issues.

A discussion of performance measures shall be included, assessing individual services' relative viability to measures of effectiveness and efficiency and of TDA-required minimum farebox recovery ratios. Coverage of the overall service area as well as coverage of individual jurisdictions shall be addressed.

PHASE II

1. Identify Service Alternatives

The consultant shall prepare alternatives based upon the review and discussion of issues from Phase I. These shall be developed in the context of existing, identifiable funding levels, but may also incorporate reasonable expectations of bringing in new funding sources, where such funds are identified. Most alternatives are expected to address the design and configuration of transit services. Issues to be addressed include:

- Restructuring of the routes as needed.
- Commuter service, limited, and express service options as appropriate.
- Restructured fixed-route and community deviated fixed-route services.
- Transition plan for ADA complementary paratransit services to the CTSA, if recommended
- Relative cost effectiveness (projected cost per rider per service mode, under various scenarios).
- Strategies to address reduction of funding levels.
- Proposed fare policy and discounted fare policy.

The advantages and disadvantages of proposed alternatives shall be identified. At a minimum, any alternative identified shall address:

- ADA implications of restructured services.
- Ridership implications.
- Organizational roles and changes in those e.g. SANBAG and Omnitrans respective roles in relation to proposed service alternatives and structures.
- Budgetary implications (operations and capital requirements as they relate to existing funding levels).
- Staffing and labor implications including discussion of any necessary changes to the staffing patterns/ roles and responsibilities in order to bring about selective recommendations.
- Implementation timeframes.

2. Public Comment Opportunity

Upon preparation of the outline of proposed alternatives, the consultants shall schedule and conduct a noticed public meeting. This meeting shall be held for purposes of providing the public with an opportunity to hear a summary of key study findings, the proposed service goals and objectives, and a presentation of the proposed service alternatives. The public will be invited to offer comment and observations on the proposed alternatives for consideration by the consultant and staff in developing the preferred alternative(s).

The consultant shall be responsible for designing the public meeting format, presenting study findings and proposed service alternatives, and receiving public comment. Some formal written summary of public comments shall be prepared and included as part of the final study products. Omnitrans will be responsible for disseminating notice of the public meeting.

Phase III

1. Preparation of Action Plan

Modified by input developed by SANBAG and Omnitrans staff and responsive to comments or concerns raised by members of the public, the consultant team shall identify the preferred alternatives and prepare an action plan.

At a minimum this shall include:

1. Short term recommendations -- immediate changes and modifications for implementation within one year, with identified responsible parties.
2. Prioritized longer-term changes, possibly with a phased-in program over three years.
3. Strategic changes over period through 2020.
4. Any changes in staffing patterns, positions, and duties of Omnitrans administration in relation to key administrative functions for short-term and longer-term recommendations.
5. Operations and capital budget requirements and funding plan including identification of funding sources.
6. Timeline for implementation, related to near, mid-term and longer-term actions.
7. Selected strategies or tools for implementation.

Any immediate changes proposed to the routing structure shall be accompanied by detailed graphic depictions of route modifications. Longer-term routing changes may be described conceptually in narrative form and shall also be conveyed in some graphic format (e.g. connecting coverage to this area/region of the larger service area, or running a semi-schedule route through this area).

2. Presentation of the Action Plan

The Action Plan, in draft and in finalized formats, shall be presented to the SANBAG Commuter Rail and Transit Committee. Bound and electronic documents of the draft and final documents shall be provided to SANBAG.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
 ■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 20

Date: September 1, 2010

Subject: Legal Services for E Street sbX Right-of-Way Acquisition

Recommendation:* Authorize staff to release a Request for Proposals RFP 11049 for legal services related to the acquisition of right-of-way needed for the E Street sbX project.

Background: Over the past 3 months, SANBAG and Omnitrans staff had worked to determine the best mechanism for acquiring the right-of-way for the E Street sbX BRT line in the cities of San Bernardino and Loma Linda. During those discussions, it was acknowledged that Omnitrans' Joint Powers Authority (JPA) by-laws do not explicitly permit the authority to acquire right-of-way through use of eminent domain. To avoid a potential legal challenge, should eminent domain be required, Omnitrans asked SANBAG for assistance with the right-of-way acquisition.

At the July 7, 2010 SANBAG Board meeting, the Board approved Contract No. C10263 between SANBAG and Omnitrans to perform the right-of-way acquisition for the E Street sbX BRT. The Board also approved Amendment No. 1 to Contract No. C10079 with HDR Engineering Inc. to provide all related support services to deliver the necessary interests in real property.

As part of C10263, SANBAG is authorized to retain legal counsel for the right-of-way acquisition. Working with SANBAG's County Counsel, staff has obtained a scope of work for the legal support that will be required as part of the right-of-way acquisition process for the E Street sbX. The scope of work is

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*Approved
 Board of Directors*

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

COG		CTC	x	CTA		SAFE		CMA	
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Check all that apply.

BRD1009c-rpg

Attachment:

RFP11049-rpg

included as Attachment 1 to this agenda item, but the central elements include the following items: (1) Review of property title of potential or actual Alignment Property (or be available to answer questions) with appraiser before appraisal takes place to address any legal issues that the appraiser might have –i.e., valid easements or title issues; (2) Review appraisal when finished; (3) Review Board item to approve appraisal and authorize purchase of Alignment Property; (4) Review offers to be made to property owners; (5) Review purchase documents if offer results in a voluntary sale; (6) Prepare Resolution of Necessity; (7) Review presentation for Board for hearing on Resolution of Necessity; (8) As required, prepare complaint and all necessary documents to obtain prejudgment possession; (9) As required, litigate and conduct trial; (10) Provide overview (and general advice) of property acquisition procedure and ensure compliance with the Acquisition Regulations; (11) Provide overview (and general advice) of Eminent Domain procedure and ensure compliance with the Acquisition Regulations; (12) Attend all necessary SANBAG Board meetings (Closed or open session), and; (13) Such other matters as may be assigned.

This item authorizes staff to circulate the standard RFP with the accompanying scope of work. Any deviation from the attached scope of work or contractual language included in SANBAG's standard RFP and contract language will be presented to the Board at the time the final negotiated agreement is recommended for approval.

Financial Impact: The item has no direct financial impact to the current adopted FY2010/2011 Budget. All staff activities will be reimbursed by Omnitrans per Contract No. C10263. TN 31511000 Omnitrans, Subtask 31511001 sbx ROW.

Reviewed By: This item was reviewed by the Commuter Rail & Transit Committee on August 19, 2010 and unanimously recommended for approval.

Responsible Staff: Ryan Graham, Transit Planning Analyst

ATTACHMENT 1
RFP 11049 FOR LEGAL SERVICES
for
sbX ROW ACQUISITION

PROJECT: SANBAG is entering in to an agreement with Omnitrans, a joint powers agency, in connection with Omnitrans' "E" Street Corridor sbX Bus Rapid Transit Project ("sbX Project") whereby SANBAG agrees to exercise its power of eminent domain to condemn any property necessary, incidental, or convenient to the exercise of its powers pursuant to statute; SANBAG and Omnitrans agree to coordinate their joint efforts to acquire right-of-way or other property necessary for the construction of the sbX Project development, identified as the "Alignment Property". SANBAG agrees to be responsible for ensuring compliance with all applicable state and federal laws relating to its acquisition of any Alignment Property, including, but not limited to: (i) Cal Const. art. I, § 19; (ii) the California Eminent Domain Law (Code Civ. Proc., §§ 1230.010 et. seq.); (iii) the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, as amended (42 U.S.C. § 4601 et seq.); and (iv) state relocation laws and the implementing regulations (Gov. Code, §§ 7260 et seq., Cal. Code Regs., tit. 25, §§ 6000 et seq.) (defined as the "Acquisition Regulations").

LEGAL SERVICES SCOPE OF WORK: The legal services to be provided to SANBAG concerning the right-of-way acquisition related to the sbX Project may include any or all of the following: (1) Review of property title of potential or actual Alignment Property (or be available to answer questions) with appraiser before appraisal takes place to address any legal issues that the appraiser might have –i.e., valid easements or title issues; (2) Review appraisal when finished; (3) Review , Board item to approve appraisal and authorize purchase of Alignment Property; (4) Review offers to be made to property owners; (5) Review purchase documents if offer results in a voluntary sale; (6) Prepare Resolution of Necessity; (7) Review presentation for Board for hearing on Resolution of Necessity; (8) As required, prepare complaint and all necessary documents to obtain prejudgment possession; (9) As required, litigate and conduct trial; (10) Provide overview (and general advice) of property acquisition procedure and ensure compliance with the Acquisition Regulations; (11) Provide overview (and general advice) of Eminent Domain procedure and ensure compliance with the Acquisition Regulations; (12) Attend all necessary SANBAG Board meetings (Closed or open session), and; (13) Such other matters as may be assigned.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 21

Date: September 1, 2010

Subject: Amendment No. 1 to Contract C09114 with Paratransit Inc.

Recommendation: * Approve Amendment No. 1 to Contract C09114 with Paratransit Inc., doing business as Innovative Paradigms, for the design study of the Consolidated Transportation Services Agency, to increase the total amount of the contract by \$100,000 for a not-to-exceed contract amount of \$199,477.73 and to extend the contract term to December 31, 2011.

Background: On May 6, 2009 SANBAG entered into an agreement with Paratransit Inc., doing business as Innovative Paradigms to conduct a study in reference to the creation of a Consolidated Transportation Services Agency for the San Bernardino Valley. In January of 2010, SANBAG extended the contract for a time only extension to January 2011. SANBAG is now in the stages of finalizing the creation of a new nonprofit agency designated to be the CTSA for the Valley and is recommending a contract amendment. SANBAG sees the need for further consultant assistance for the newly formed CTSA to further implement the recommended steps and to assist the newly formed agency in startup activities, such as the administrative organization, accounting, human resources, legal, facility consultation, technical assistance, assist with permanent staff recruitment, and other functional program creation activities.

Financial Impact: The approval of this amendment is consistent with the adopted budget. Funding for this project is provided under Task 31911000 Social Services Transportation and Disabled Fund.

*

*Approved
 Board of Directors*

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

<input checked="" type="checkbox"/>	COG	<input type="checkbox"/>	CTC	<input type="checkbox"/>	CTA	<input type="checkbox"/>	SAFE	<input type="checkbox"/>	CMA
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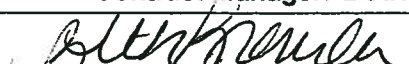

Check all that apply
 BRD1009d-bk
 Attachment:
 C09114-1-bk

Board Agenda Item
September 1, 2010
Page 2

Reviewed By: This item was reviewed by the Commuter Rail and Transit Committee on August 19, 2010 and unanimously recommended for approval.

Responsible Staff: Mitch Alderman, Director of Transit & Rail Programs

SANBAG Contract No. **C09114**
by and between San Bernardino Associated Governments and Paratransit, Inc.
for the Design Study of the CTSA

FOR ACCOUNTING PURPOSES ONLY						
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # <u>C09114</u> Vendor ID <u>PIIP</u>	Retention: <input checked="" type="checkbox"/> Yes <u>10</u> % <input type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment			
Notes: Retention is 10% of total labor						
Original Contract: \$ <u>99,477.73</u> Contingency / Allowance Amount \$ _____ Contingency Amount requires specific authorization by Task Manager prior to release.		Previous Amendments \$ <u>0</u> Previous Amendments \$ _____ Contingency / Allowance Total: Current Amendment: \$ <u>100,000</u> Current Amendment Contingency / Allowance: \$ _____				
Contract TOTAL ►						\$ <u>199,477.73</u>
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure. ▼ Include funding allocation for the original contract or the amendment						
Main Task/Project	Level 1	Level 2	Cost Code/Object	Grant ID/Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmt Amt
<u>0319</u>	<u>30</u>	<u>0319</u>	<u>52005</u>	<u>4170</u>	<u>M I Valley S & D</u>	<u>\$ 100,000</u>
_____	_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date:				<u>5/6/09</u>	Contract Start: <u>5/6/09</u>	Contract End: <u>1/6/11</u>
New Amend. Approval (Board) Date:				<u>9/10</u>	Amend. Start: <u>1/7/11</u>	Amend. End: <u>12/31/11</u>
Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation .						
Approved Budget Authority ►		Fiscal Year: <u>10/11</u> \$ <u>100,000</u>		Future Fiscal Year(s) – Unbudgeted Obligation ►		\$ _____
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>31911</u> (C-Task may be used here.). <input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.						
CONTRACT MANAGEMENT						
Check all applicable boxes:						
<input type="checkbox"/> Intergovernmental <input type="checkbox"/> Private <input type="checkbox"/> Federal Funds <input checked="" type="checkbox"/> State/Local Funds <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Underutilized DBE (UDBE)						
Task Manager: Mitch Alderman				Contract Manager: Beth Kranda		
 Task Manager Signature		<u>8/12/10</u> Date		 Contract Manager Signature		<u>8/11/10</u> Date
 Chief Financial Officer Signature				<u>8/12/10</u> Date		

**Contract C09114
Amendment No. 1
Between
San Bernardino Associated Government
And
Paratransit, Inc. (Innovative Paradigms)**

This Amendment Number 1 to Contract C09114 is hereby made and entered into this first day of September 2010 by and between San Bernardino Associated Governments (hereinafter referred to as "Agency") and Paratransit, Inc. (Innovative Paradigms) (hereinafter referred to as "Contractor") with regard to the Design Study for a Consolidated Transportation Services Agency (CTSA) for the Valley portion of San Bernardino.

Whereas, Agency and Contractor previously entered into contract C09114 ("Contract") on May 6, 2009 for the Design Study and

Whereas, Agency desires to amend Contract by extending the Time of Performance and increasing the Contract Budget Authority for additional project management expenses and

Whereas, Contractor has prepared a Scope of Work and an estimated not to exceed cost amount which Agency agrees to and Agency agrees with the Time of Performance extension

Now therefore, the Parties hereto do mutually agree to amend the Contract in the following manner:

1. Section 4 – Term is amended to extend the time of the contract performance to December 31, 2011.
2. Section 6 – Compensation is amended to increase payment to Contractor by an amount not to exceed One Hundred Thousand Dollars (\$100,000) for a new not-to-exceed amount of One Hundred Ninety Nine Thousand Four Hundred and Seventy Seven Dollars and Ninety Three Cents (\$199,477.93). Agency shall continue to retain ten percent (10%) of the invoiced Total Labor Cost (direct labor, overhead and fee expenses) until the successful completion of the work to be performed.

All other terms and conditions contained in the Contract shall remain in full force and effect.

In Witness Whereof, the authorized parties have signed below.

**SAN BERNARDINO ASSOCIATED
GOVERNMENTS**

**PARATRANSIT, INC.
(INNOVATIVE PARADIGMS)**

Brad Mitzelfelt
President

Linda Deavens
Chief Executive Officer

Dated: _____

Dated: _____

Approved as to Form:

Jean-Rene Basle
SANBAG Counsel

Dated: _____

Scope of Work

In order to further assist SANBAG in its creation and development a Consolidated Transportation Services Agency (CTSA), additional on-call type services will be required throughout the development and implementation phases of the new non-profit agency. For each task(s) and subtasks, a more defined scope of work and fee will be created and approved by SANBAG staff prior to the commencement of work by the Consultant. In general, the major task categories with subtasks are as follows.

Task 1 - Agency Startup

- 1.1 Administrative Organization - office functions, accounting, human resources, legal, IT
- 1.2 Facility Consultation - space requirements, layout
- 1.3 Technical assistance with the development and execution of partnering arrangements

Task 2 – Management

- 2.2 Permanent staff recruitment, defining roles and responsibilities, training

Task 3 - Functional Program Creation

- 3.1 Develop agency partner opportunities with those entities identified in the study.
- 3.2 Technical assistance regarding travel training, maintenance, ADA/CTSA relationship
- 3.3 Management oversight development
- 3.4 Development and possible implementation of the transferring of Access Services from Omnitrans to the CTSA.
- 3.5 Grants and Other Funding Opportunities – Assist with grant applications to the Federal Transit Administration (FTA) and claims for funds under the Transportation Development Act (TDA)

Minute Action

AGENDA ITEM: 22

Date: September 1, 2010

Subject: The Consolidated Transportation Services Agency (CTSA) for the San Bernardino Valley

- Recommendation:***
1. Approve Resolution 11-004 identifying Valley Transportation Services to act as a CTSA for the San Bernardino Valley, as required in Section 6680 of Title 21 of the California Code of Regulations, and contingent upon the legal formation of such a nonprofit corporation.
 2. Appoint Michael Bair, Floyd Petersen and Gary Madden as the SANBAG appointees to the CTSA Board of Directors to act as the original incorporators of the nonprofit corporation.
 3. Authorize a Budget Amendment to increase Task No. 31911000 Social Service Transportation in the amount of \$250,000 from Measure I 2010-2040 Valley Senior and Disabled Transit funds.
 4. Decrease Task No. 51311000 Measure I Elderly/Disabled Transit in the amount of \$250,000 to fund SANBAG staff time, agency resources and miscellaneous expenditures necessary to establish the CTSA.

Background: On August 4th, 2010 the Board of Directors approved the establishment of a new nonprofit entity to serve as the Consolidated Transportation Services Agency (CTSA) for the Valley portion of San Bernardino County. The Measure I

*Approved
 Board of Directors*

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

<input type="checkbox"/>	COG	<input checked="" type="checkbox"/>	CTC	<input checked="" type="checkbox"/>	CTA	<input type="checkbox"/>	SAFE	<input type="checkbox"/>	CMA
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Check all that apply

BRD1009c-bk

Attachments:

RES11004-bk

BRD1009c1-bk

BRD1009c2-bk

Ordinance includes a provision for funding targeted to the creation and operation of a CTSA, which will be responsible for the coordination of transit services provided to seniors and persons with disabilities. The next step required of SANBAG is to appoint the three (3) SANBAG appointees to the Board of Directors of the soon to be incorporated CTSA. Staff recommends the appointment of Michael Bair, Floyd Petersen and Gary Madden as the three SANBAG appointees. Michael Bair formerly served as the Director of Transit and Rail Programs at SANBAG for 33 years. Floyd Petersen is a former council member from the City of Loma Linda and an 18 year member of the Omnitrans Board of Directors. Gary Madden works for the United Way of San Bernardino as the Director of its 2-1-1 program, which is a toll-free phone number that provides information and referrals for health and social services.

The remaining four (4) Board members to be appointed by Omnitrans and the County of San Bernardino should be identified within the next ninety (90) days. In order to complete the legal formation of the new nonprofit corporation, the three original Board Members are needed to sign and submit the Articles of Incorporation and By-Laws to the State of California. Proposed drafts of both the Articles of Incorporation and the CTSA By-Laws are included as attachments to this agenda item.

Once the proper documents are filed by the incorporators of the new entity and the nonprofit corporation is identified by the State, the approval of Resolution No 11-004 will designate Valley Transportation Services as the CTSA for the Valley portion of San Bernardino County. Staff will obtain copies of the incorporation documents as approved by the State.

Funding for a CTSA is identified within the Measure I 2010-2040 Ordinance. The Expenditure Plan states that at least 2% of the revenues collected in the Valley portion of San Bernardino County to be directed for the creation and operation of a CTSA. Staff is recommending a Budget Amendment increasing Task No. 31911000 Social Service Transportation in the amount of \$250,000 to fund SANBAG staff time and agency resources and miscellaneous expenditures necessary to establish the CTSA. SANBAG staff will act as support staff until the CTSA has recruited and hired its own staff.

Once the CTSA's board is established and an Executive Director is hired, it is expected that SANBAG and the CTSA will execute a funding agreement, the provisions of which are still to be determined but which are anticipated to include, among other things, the nonprofit corporations' approved budget and reporting requirements. The funding agreement will need SANBAG approval and

Staff anticipates an agreement to come back to the Board within the next several months for approval.

Financial Impact: This item is not consistent with the current adopted FY2010/2011 Budget. Task No. 31911000 Social Service Transportation needs to be increased in the amount of \$250,000 from Measure I 2010-2040 Valley Senior and Disabled Transit funds and Task No. 51311000 Measure I Elderly/Disabled Transit needs to be decreased in the amount of \$250,000. The \$250,000 will be tracked against the share of revenue provided to the CTSA by the Measure I 2010-2040 Ordinance.

Reviewed By: This item was reviewed by the Commuter Rail and Transit Committee on August 19, 2010 and unanimously recommended for approval.

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs

RESOLUTION NO. 11-004

RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION DESIGNATING VALLEY TRANSPORTATION SERVICES AS THE CONSOLIDATED TRANSPORTATION SERVICES AGENCY FOR THE SAN BERNARDINO VALLEY

WHEREAS, the San Bernardino County Transportation Commission (SANBAG) is the designated transportation planning agency for San Bernardino County; and

WHEREAS, SANBAG is required in Section 6680 of Title 21 the California Code of Regulations to designate a Consolidated Transportation Services Agency (CTSA); and

WHEREAS, the SANBAG Board of Directors shall designate an entity other than itself to be the CTSA and may designate a nonprofit public corporation whose mission is to improve mobility issues and provide for persons with disabilities, low income persons, and senior citizens; and

WHEREAS, at least 2% of the Valley portion of Measure I is specifically allocated to a designated CTSA for said purposes.

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors of San Bernardino County Transportation Commission hereby finds that:

1. SANBAG designates VALLEY TRANSPORTATION SERVICES (VTS) as a CTSA for the San Bernardino Valley contingent upon its successful incorporation as a nonprofit public corporation under the laws of the State of California, with proof of incorporation provided to the satisfaction of SANBAG staff no later than November 1, 2010.
2. SANBAG will provide funding to VTS as a pass-through from SANBAG to VTS as outlined in Measure I – 2010-2040, 2% of the Valley Measure revenue as identified in the Measure I Strategic Plan, and as to be more fully agreed upon in a funding agreement between SANBAG and VTS.
3. SANBAG will conduct a review of the performance of the CTSA no later than FY 2015.

Approved by the Board of Directors of the San Bernardino County Transportation Commission
at a regular meeting thereof held this September 1, 2010.

*

*

*Approved
Board of Directors*

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed:

Articles of Incorporation
Of the San Bernardino Valley CTSA
A California Nonprofit Public Benefit Corporation

I

The name of this nonprofit public benefit corporation is Valley Transportation Services, a Consolidated Transportation Services agency (CTSA).

II

The location of its principal place of business shall be at 1170 W. 3rd Street, San Bernardino, CA, 92410 , but it may establish other places of business and other offices at those other places within the County of San Bernardino as the board of directors may from time to time determine.

III

This corporation is a nonprofit Public Benefit Corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes.

The specific public and charitable purposes of this corporation are:

A. to improve the quality and effectiveness of transportation services to senior citizens, persons with disabilities and persons of low income through coordination of transportation services with social services and other charitable organizations within the area described as the western portion of San Bernardino County including the cities of Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Montclair, Loma Linda, Ontario, Rancho Cucamonga, Rialto, San Bernardino, Upland and Yucaipa, defined herein as the "San Bernardino Valley".

B. to identify, organize and serve the special transit needs of senior citizens, persons with disabilities and persons of low income within the San Bernardino Valley.

C. to provide supportive transit services to other agencies within San Bernardino Valley.

IV

The name and address in the State of California of this corporation's initial agent for service of process is:

Name:

Address:

City:

State:

V

A. This corporation is organized and operated exclusively for charitable purposes within the meaning of Internal Revenue Code section 501 (c) (3).

B. No part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

VI

The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Internal Revenue Code section 501 (c) (3).

In Witness Whereof, the following Incorporators have executed these Articles of Incorporation of the San Bernardino Valley CTSA as of _____, 2010:

Name of Incorporator

Name of Incorporator

Bylaws of San Bernardino Valley CTSA

Article I – Name, Offices and Purpose

1. The name of this nonprofit public benefit corporation is Valley Transportation Services, a Consolidated Transportation Services agency (CTSA).
2. The location of the principal place of business shall be at 1170 W. 3rd. Street, San Bernardino, CA, 92410.
3. The purposes of the San Bernardino Valley CTSA are to:
 - a. Improve the quality and effectiveness of transportation services to senior citizens, persons with disabilities and persons of low income within the area described as the western portion of San Bernardino County including the cities of Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Montclair, Loma Linda, Ontario, Rancho Cucamonga, Rialto, San Bernardino, Upland and Yucaipa, referred to herein as the “San Bernardino Valley”.
 - b. Identify, organize and service the special transit needs of senior citizens, person with disabilities and persons of low income within the San Bernardino Valley.
 - c. To provide support transit services to other agencies within the San Bernardino Valley.

Article II – Membership

The Board of Directors shall constitute the members.

Article III – Board of Directors

1. Board Role, Size and Compensation
 - a. Subject to the limitations as prescribed by the Nonprofit Public Benefit Corporation Law, all corporate powers shall be exercised by or at the direction of, and the business and affairs of the Corporation shall be managed by, the Board of Directors. The individual directors shall act only as members of the Board, and the individual directors shall have no power as such.
 - b. The Board is comprised of 7 members who shall be appointed as follows:
 - Three (3) appointed by San Bernardino Associated Governments (must be representative of the San Bernardino Valley)
 - Two (2) appointed by San Bernardino County Board of Supervisors (must be representative of the San Bernardino Valley area)
 - Two (2) appointed by Omnitrans – must be representative of designated population
 - c. The Board members may be elected officials or members of the general public representative of the designated populations.
 - d. The Board members shall receive no compensation other than the reimbursement of reasonable expenses incurred on behalf of the San Bernardino Valley CTSA.
 - e. A SANBAG representative shall serve as an ex-officio member of the Board of Directors.

- f. Members of the Board shall not be entitled to designate or send an alternate for attendance or voting at meetings.

2. Terms of Office, Resignations, and Vacancies:

- a. The term of a director is three year terms, and each is eligible for re-appointment for a maximum of two consecutive terms.
- b. Any director may resign at any time by giving written notice of such to the Chair, Secretary, Treasurer, or Board and to that director's appointing body pursuant to Article III, 1. b. Such resignation shall take effect at the time specified in the notice
- c. The term of office of any director shall expire and there shall be a vacancy on the Board in the event the Board declares the term of a director to have expired following a failure by that director to attend three consecutive meetings of the Board whether excused or unexcused or who has a total of four unexcused absences in a 12 month period. A letter will be sent to the appointing body with a notification of the member's status.

3. Board of Directors Meetings and Notices:

- a. Regular Meetings: The Board of Directors shall meet at least quarterly, at an agreed upon time and place. An official Board meeting requires that each Board member have written notice at least two weeks in advance. Board members are required to call the Secretary to the Board of Directors at least 48 hours in advance when they are unable to attend a regularly scheduled meeting of the Board. Members who fail to so notify the Secretary to the Board of Directors prior to the scheduled meeting will be considered unexcused. Notice to the public shall be given in manner as required by applicable law, including the Brown Act.
- b. Special Meetings: Special meetings of the Board for any purpose may be called at any time by the Chair or by two directors. Notice of the time and place of special meetings shall be given to each director by personal delivery of written notice, by e-mail, by facsimile, either directly to the director or to a person at the director's office who would reasonably be expected to communicate such notice promptly to the director. The notice of a special meeting need not state the purpose of the meeting

4. Quorum:

Not less than a majority of the Directors currently appointed and serving shall constitute a quorum of the Board of Directors. Every act or decision made by a majority of the directors present at a meeting duly held at which a quorum is present shall be the act of the Board subject to the provisions of these Bylaws and/or the California Nonprofit Public Benefit Corporation Law. In the absence of a quorum at any meeting of the Board, a majority of the directors present may adjourn the meeting. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of enough directors to leave less than a quorum, if any action taken is approved by at least a majority of the required quorum for such meeting.

Article IV Officers and Duties:

- a. There shall be four officers of the Board, consisting of a chair, vice chair, secretary and treasurer, all of whom shall hold their respective office for a term of one year. Officers of the Board shall be

elected at a Board meeting to be held in December of each year for a term beginning on January 1 of the subsequent year and ending on December 31 of that subsequent year.

b. The officers' duties are as follows:

The **chair** shall convene regularly scheduled Board meetings, shall preside or arrange for other members of the executive committee to preside at each meeting in the following order, vice chair, secretary and treasurer, and shall with ratification of the Board appoint persons to all committees. The **vice chair** shall chair committees on special subjects as designated by the Board.

The **secretary** shall maintain a record of the proceedings of all meetings of the Board; serve all notices required by Law or by the Bylaws; answer all correspondence requiring response or which may be submitted for such purpose by another officer. The Secretary shall maintain a complete up to date and accurate record of the Articles of Incorporation, Bylaws and any amendments to the Bylaws and file with the Secretary of State any amendments to the Articles of Incorporation.

The **treasurer** shall make a report quarterly to the Board on the financial statement of the corporation and more frequently as requested by the Board. The books and records of the corporation in the hands of the secretary or treasurer shall be open to inspection at all times to the Board of Directors. There shall be an annual audit by a certified public accountant.

The Board may authorize any officer, employee or agent, in the name and on behalf of the corporation, to enter into any contract or execute and satisfy any instrument, and any such authority may be general or confined to specific instances, or otherwise limited. In the absence of any action by the Board to the contrary, the Chair [and/or the Executive Director] shall be authorized to execute such instruments on behalf of the corporation.

All checks, drafts and other orders for the payment of money out of the funds of the corporation, and all notes or other evidences of indebtedness of the corporation, shall be signed on behalf of the corporation by the Treasurer or by such other officer or employee as may be determined by the Board.

Article V – Committees

1. The Board may, by majority vote of the directors then in office, create such other committees of the Board on any subjects within the powers or purposes of the Corporation, as needed. The Board chair shall appoint all committee chairs.
2. The Executive Committee shall consist of the four officers. Except for powers to amend the Articles of Incorporation and Bylaws, the executive committee shall have all the powers and authority of the Board of Directors in the intervals between meetings of the Board of Directors, and is subject to the direction and control of the full Board.

3. A Finance Committee consisting of three Board Members one of whom must be the Board Treasurer; the committee would, among other things, be required to review the annual audit, oversee preparation of the annual budget by the staff, and monitor financial performance on an ongoing basis through records provided by staff

Article VI – Executive Director and Staff

1. Executive Director – the Executive Director is hired by the Board. The Executive Director shall fulfill the day to day responsibilities for the organization including carrying out the organization's goals and policies. The Executive Director will attend all Board meetings, report on the progress of the organization, answer questions of the Board of Directors and carry out the duties described in the job description. The Board of Directors can designate other duties as necessary.
2. The Executive Director is responsible to hire staff as needed. The Executive Director has the authority to hire and to make staffing adjustments when necessary. The Board of Directors can terminate the Executive Director as provided in the employment contract.

Article VII – Indemnification of Directors and Officers and Insurance

1. Right of Indemnity. To the full extent permitted by law, this corporation shall indemnify its directors, officers, employees and other persons described in Section 5238(9a) of the California Corporations Code, including persons formally occupying any such position, against all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any "proceeding", as that term is used in such Section and including an action by or in the right of the corporation, by reason of the fact that such person is or was a person described by such section. "Expenses" as used in the Bylaws shall have the same meaning as in Section 5238(a) of the California Corporations Code.
2. Approval of Indemnity. Upon written request to the Board by any person seeking indemnification under Section 5238(a) or Section 5238(c) of the California Corporations Code, the Board shall promptly determine in accordance with Section 5238(e) of the Code whether the applicable standard of conduct set forth in Section 5238(b) or Section 5238(c) has been met and if so the Board shall authorize indemnification. If the Board cannot authorize indemnification because the number of directors who are parties to the proceeding with respect to which indemnification is sought prevent the formation of a quorum of directors who are not parties to such proceeding, the Board or the attorney or other person rendering services in connection with the defense shall apply to the court in which such proceeding is or was pending to determine whether the applicable standard of conduct set forth in Section 5238(b) or Section 5238(c) has been met.
3. Advancement of Expenses. To the full extent permitted by law and except as is otherwise determined by the Board in a specific instance, expenses incurred by a person seeking indemnification under this Article VII in defending any proceeding covered by the Article shall be

advanced by the corporation prior to the final disposition of the proceeding upon receipt by the corporation of an undertaking by or on behalf of such person that the advance will be repaid unless it is ultimately determined that such person is entitled to be indemnified by the corporation therefore.

4. Insurance. The corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, directors, employees and other agents of the corporation, against any liability asserted against or incurred by an officer, director, employee or agent in such capacity or arising out of the officers, directors, employees or agents status as such.

Article VIII – Amendments

1. The Bylaws may be amended at any meeting of the Board by a majority vote of the current membership of the Board, provided the proposed amendment has been sent to each director at least thirty (30) days before the meeting.

CERTIFICATE OF SECRETARY

I, _____, HEREBY CERTIFY THAT:

I AM THE DULY ELECTED AND ACTING Secretary of the San Bernardino Valley CTSA, a California nonprofit public benefit corporation; and the foregoing Bylaws constitute the adopted Bylaws of said Corporation duly adopted _____ [unanimously] by the Board of Directors effective _____, 2010.

IN WITNESS WHEREOF, I have hereunder subscribed my name this ____ of _____, 2010.

/s/ _____

[Name, Title]

Minute Action

AGENDA ITEM: 23

Date: September 1, 2010

Subject: Railroad Right-of-Way Property Management

- Recommendation:***
1. Authorize staff to release a Request for Proposals (RFP) 11050 for Railroad Right-of-Way Property Management services.
 2. Direct staff to prepare a letter to the Los Angeles County Metropolitan Transportation Authority (LACMTA) to terminate Property Management Agreement 94-050.

Background: Between 1991 and 1993, SANBAG acquired the Baldwin Park branch, the Pasadena Subdivision and the Redlands Subdivision as part of its commuter rail program. Following the acquisition of these rail assets, in 1994, SANBAG contracted with the Los Angeles County Metropolitan Transportation Authority (LACMTA) to provide it with property management services. The current management services provided to SANBAG by LACMTA includes: environmental due diligence work, management of leases, licenses and easements, ensuring that weed abatement and trash removal is handled, preparing agreements or licenses for utilities and street crossings of the right-of-way, and marketing surplus property. SANBAG contracted with LACMTA due to the experience of LACMTA in providing similar property management services within Los Angeles County. As part of SANBAG's existing agreement, the costs incurred by LACMTA for property management services are deducted from the income generated and collected by LACMTA. Estimated revenue from SANBAG's rail

*

*Approved
 Board of Directors*

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	
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Check all that apply.

BRD1009a-rpg

Attachment:

RFP11050-rpg

assets is projected at \$377,859. Expenditures for the 4th quarter FY2009/2010 are \$14,279.

It is staff's opinion that terminating the contract with LACMTA and circulating the advertising a RFP for railroad right-of-way property management services will be advantageous to SANBAG. Advertising for consultant services will allow firms to be innovative in responding to the scope of services and look for potential areas of efficiency and cost savings. Furthermore, contracting with a consulting firm will provide greater responsiveness, document control and asset management as the consulting firm will act as an extension of SANBAG staff. Other agencies with similar rail assets either retain consultants to provide property management, as is the case with the Riverside County Transportation Commission (RCTC), or directly hire staff to provide property management service as is the case with the Orange County Transportation Authority, LACMTA and the North County Transit District.

A major component of the scope of services described below includes reviewing all of SANBAG's existing easements, licenses and agreements as well as to survey the alignment for encroachments onto SANBAG's right-of-way. Following the review of SANBAG's rail assets, the licenses will be updated to current fair market value and any individuals or businesses that have been determined to have encroached on the right-of-way will be either required to enter into a license and pay to remain on SANBAG's right-of-way or required to vacate SANBAG's property. In conversations with sister agencies, similar exercises have resulted in an increase in revenue to the agency.

The scope of services included in the RFP contains five sections and includes the following groups of services: evaluation and organization of project management files, development and implementation of property management procedures, management and maintenance of rail asset services, identification and disposal of excess property and other duties as assigned. The scope of services represents the minimum services that staff desires as part of the right-of-way management services contract. The scope has been developed in a general manner to encourage creativity and innovation in meeting SANBAG's need. If deviations to the scope of services are proposed by a consultant responding to the RFP, the scope of services would be modified to include any additions and would be included in the final negotiated contract presented to the Board for approval.

Staff proposes to issue the RFP on September 1, 2010 with proposals due to SANBAG by October 8, 2010. Following receipt of proposals, a short list meeting, consultant interviews and contract negotiation would occur. The tentative Board approval date for any consultant selected under this procurement process would be December 1, 2010.

Finally, SANBAG's contract with LACMTA, Property Management Agreement 94-050, includes a requirement for six months notice to terminate the agreement. Staff asks for direction to provide the six months notice to the LACMTA as required by the agreement. The six month termination requirement will provide an anticipated 3 month transition period and will allow LACMTA to provide assistance to SANBAG and its consultant as the consultant is brought up to speed.

Financial Impact: This item is consistent with the FY 2010/2011 budget. TN 37911000 Commuter Rail Operating Expenses.

Reviewed By: This item was reviewed by the Commuter Rail and Transit Committee on August 19, 2010 and unanimously recommended for approval.

Responsible Staff: Ryan Graham, Transit Planning Analyst

Railroad Right of Way Property Management Qualifications and Scope of Services for RFP 11050

BACKGROUND

SANBAG recognizes the need to implement improved monitoring, risk management and financial procedures for the maintenance of its railroad right of way properties. In order to reach that objective, SANBAG will retain a Consultant to review existing databases and property management files, assess and report deficiencies, make recommendations to SANBAG, implement corrections, and establish a comprehensive property management program. The Consultant will then continue to manage real property interests including licenses, leases, franchises, easements, permits, and other related agreements on an ongoing basis. In addition, the consultant shall continually inspect the right of way and remove or cause to be removed encroachments or negotiate leases, licenses or other appropriate agreements with the encroaching entities. The consultant shall maintain the property to the extent that SANBAG is in compliance with government requirements—performing such tasks as weed abatement and environmental review.

QUALIFICATIONS

Consultant staff performing services for SANBAG under this Request for Proposal must have the following qualifications and credentials:

- California Real Estate broker's/sales licenses and other state and local licenses required for property management tasks
- Certified Property Manager (CPM) on staff during full term of the agreement
- Demonstrated experience in property management for other rail entities
- Demonstrated experience and knowledge of rail easements, leases and license agreements
- Demonstrated experience and knowledge in negotiating master utility agreements
- Demonstrated experience in developing and maintaining an electronic inventory database of rail properties and associated agreements
- Demonstrated experience and knowledge of California property management rules and regulations
- Demonstrated experience and knowledge in working with Southern California Regional Rail Authority (SCRRA/Metrolink) and freight railroads (BNSF and UP Railroads) as joint users of SANBAG owned rights of way
- Demonstrated experience and knowledge in working with other adjacent transit agencies, such as RCTC and MTA, who may have rail projects that involve or impact SANBAG
- Demonstrated experience and knowledge of the policies and procedures of the sale of surplus or excess government properties
- Demonstrated experience and knowledge of generally accepted principles of Accounting and Audit and collection procedures for leases and license agreements

- Demonstrated experience and knowledge of legal descriptions
- Demonstrated attendance and completion of rail safety training given by SCRRRA, BNSF, and UP
- Demonstrated experience and knowledge of legal processes for enforcing agreements, removing unlicensed encroachments, and collecting fees

SCOPE OF SERVICES

The Consultant shall provide SANBAG with railroad Property Management Services, as described in the following sections. Some tasks may be added to the scope while some removed during the course of the services to be provided.

I. Evaluate and Organize Property Management Files

1. At the initiation of the assignment, Consultant shall meet with SANBAG staff to discuss the specific scope of work and approach of all task items including those listed below. All work shall be under sole direction of SANBAG.
2. The Consultant shall review existing leases, licenses, franchises, easements, permits and other operating agreements. Consultant shall develop and maintain a database and filing system, per SANBAG standards, for all documents that will emphasize organization and accessibility. The database and necessary software shall be stored on the SANBAG computer network with the Consultant having remote access.
3. The Consultant shall perform a site visit for each property, including all properties under lease or license, to ensure property use is consistent with that which is identified in agreements, evaluate potential encumbrances, assure tenant compliance with required insurance coverage and obtain photographs for the files.
4. The Consultant shall prepare and submit for review to SANBAG staff, monthly reports that describe: rental revenue collected, files reviewed to date, identified deficiencies in those files, identified encroachments, and recommendations for resolution.
5. As necessary with prior clearance by SANBAG, the Consultant shall interview existing tenants or licensees to resolve deficiencies in leases and licenses.
6. Under close coordination and oversight by SANBAG, the Consultant shall collect back rents and enforce all existing lease and license provisions, utilizing legal procedures as necessary (3-day notices, unlawful detainers, judgments, etc.).
7. Assisting SANBAG, the Consultant shall draft and negotiate new agreements or revisions to existing agreements with tenants, licensees, and acceptable encroachments in conformity with SANBAG's standards and procedures.

8. Assisting SANBAG, the Consultant shall negotiate and prepare master and sub-agreements with utility and pipeline companies. SANBAG shall execute these through its Board of Directors.
9. Under close coordination and oversight by SANBAG, the Consultant shall coordinate and review all new leases, license and other agreements with SCRRA and BNSF and UP Railroads to ensure that there are no conflicts with existing and future rail operations.
10. The Consultant shall develop procedures to remove unacceptable encroachments.

II. Develop and Implement Property Management Procedures

1. The Consultant shall develop and maintain a property management database that will incorporate the current SANBAG data. The system shall be capable of generating reports on inventory, property status, nature of title, identification and location of all contracts (leases, licenses, permits, etc.) and easements, rents, market value, lease and license expiration dates, encumbrances, encroachments, environmental and/or hazardous conditions, insurance coverage, etc. Any specialized software/license for the database will be purchased by SANBAG with all data stored on the SANBAG computer network. The Consultant shall have remote access to said data and software to perform the necessary tasks.
2. The Consultant shall develop and implement a schedule for periodic property inspections.
3. The Consultant shall determine an initial market rent and value for properties.
4. The Consultant shall establish rent collection procedures and maintain related appropriate financial records for SANBAG.
5. The Consultant shall assess SANBAG needs for master, index and detailed maps for the subject properties, and make a recommendation as to potential programs and/or procedures.
6. The Consultant shall develop and maintain a Geographic Information System (GIS) to track information relevant to property management. Maps displaying property status and other valuable information will be generated from the GIS at the request of SANBAG. The software necessary to perform this task shall be the same as in use by SANBAG. All data shall be stored on the SANBAG computer network and be compatible for use by SANBAG staff. The Consultant shall have access to said data to perform the necessary tasks. The Consultant shall work with SANBAG's GIS/Data management department to establish an information sharing process to regularly update and exchange the GIS files.

7. The Consultant shall screen all proposed new lessees and licensees to ensure creditworthiness prior to entering into an agreement.

III. Manage and Maintain Property Services

1. The Consultant shall manage and maintain the licenses, leases, franchises, easements, permits, and other operating agreements related to these properties. Rents and other income from the property contracts shall be maximized to the highest market rental levels consistent with existing economic conditions.
2. Through the SANBAG Transit and Rail staff, the Consultant shall liaise with SANBAG accounting and legal departments, provide all rents, forms and financial information required and collect delinquencies.
3. Through the SANBAG Transit and Rail Staff, the Consultant shall liaise with the risk management department to ensure conformity with all applicable requirements, provide requisite property information and review insurance coverage of lessees and licensees to ensure compliance with agreements.
4. The Consultant shall update property value and market rent information on a periodic basis and perform specialized appraisals as requested by SANBAG.
5. Consultant shall perform site visits on a periodic basis to review for encumbrances and encroachments, and assess property conditions.
6. Under close coordination and oversight by SANBAG, the Consultant shall oversee property maintenance and management functions, including environmental investigations and appropriate remediations.
7. Consultant shall perform all communication necessary, both verbal and written, to carry out the activities identified under this task.
8. Assisting or directed by SANBAG, the Consultant shall attend meetings, make public presentations to individuals and organizations and represent SANBAG in presentations and public hearings on all matters pertaining to property management.

IV. Identify and Dispose of Excess Property

1. The Consultant shall review SANBAG's existing inventory of properties to assess which are needed for current and future projects.

2. The Consultant shall prepare a list of properties that are recommended to be surplus and sold.
3. The Consultant shall meet with SANBAG to discuss the recommendations for surplus land.
4. With SANBAG's approval, the Consultant shall coordinate a minimum value appraisal for each property that has been determined to be surplus.
5. Upon SANBAG's approval, the Consultant and working with SANBAG Transit and Rail staff, shall sell surplus properties, following mandatory government procedures pertaining to the sale of real property by a public agency.

V. Other Services

1. The Consultant shall provide other services required by SANBAG including acquisitions, budget preparation, security and special studies.
2. The Consultant shall develop a marketing program for all SANBAG properties to maximize license and lease revenues and reduce costs.
3. The Consultant shall respond in a timely manner to emergency matters, including hazardous materials issues which impact SANBAG properties.